

LEGAL & GENERAL

LIFE ASSURANCE SOCIETY.

ESTABLISHED 1836.

THE
PERFECTED SYSTEM
OF
LIFE
ASSURANCE.

Total Funds - - £10,000,000.
Income, 1913 - - £1,311,000.

TRUSTEES.

THE EARL OF HALSBURY.
The Hon. Mr. Justice DEANE.
ROMER WILLIAMS, Esq., D.L., J.P.
CHAS. F. JOHNSON, Esq., J.P.
ROBERT YOUNGER, Esq., K.C.

DIRECTORS.

Chairman.
ROMER WILLIAMS, Esq., D.L., J.P.
Barrington, The Hon. W. B. L.
Chadwyck-Healey, Sir Charles E. H.,
K.C.B., K.C.
Channell, The Rt. Hon. Sir Arthur
Deane, The Hon. Mr. Justice.
Farrer, Henry L., Esq.
Finch, Arthur J., Esq., J.P.
Follett, John S., Esq., J.P.

Deputy-Chairman.
CHARLES F. JOHNSON, Esq., J.P.
Frere, John W. C., Esq.
Haldane, Sir W. S., W.S.
Rawle, Thomas, Esq.
Rider, J. E. W., Esq.
Saltwell, Wm. Henry, Esq.
Woodie, R. W., Esq.
Younger, Robert, Esq., K.C.

BONUS RECORD.

1891	-	-	36/-	%	per annum, compound.
1896	-	-	38/-	%	" " "
1901	-	-	38/-	%	" " "
1906	-	-	38/-	%	" " "
1911	-	-	38/-	%	" " "

WHOLE LIFE ASSURANCE AT MINIMUM COST UNDER THE SOCIETY'S PERFECTED MAXIMUM TABLE.

ALL CLASSES OF LIFE ASSURANCE AND ANNUITIES GRANTED.

ESTATE**DUTIES.****LOANS.**

Policies are granted at specially low rates for Non-Profit Assurances, and these are particularly advantageous for the purpose of providing Death Duties and portions for younger children.

These are granted in large or small amounts on Reversionary Interests of all kinds and other approved Securities, and transactions will be completed with a minimum of delay.

HEAD OFFICE: 10, FLEET ST., LONDON, E.C.

The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)

LONDON, AUGUST 22, 1914.

ANNUAL SUBSCRIPTION, WHICH MUST BE PAID IN ADVANCE:

£1 6s.; by Post, £1 8s.; Foreign, £1 10s. 4d.

HALF-YEARLY AND QUARTERLY SUBSCRIPTIONS IN PROPORTION.

* * The Editor cannot undertake to return rejected contributions, and copies should be kept of all articles sent by writers who are not on the regular staff of the JOURNAL.

All letters intended for publication must be authenticated by the name of the writer.

GENERAL HEADINGS.

CURRENT TOPICS.....	775	THE HAGUE CONVENTION AND	
PRIZE LAW	778	DECLARATION 1907	786
CONTRACTS UNDER WAR CONDITIONS ..	778	THE MORATORIUM ABROAD	780
REVIEWS	780	OBITUARY	787
CORRESPONDENCE	780	LEGAL NEWS	787
AN EPITOME OF RECENT DECISIONS ON		WINDING-UP NOTICES	789
THE WORKMEN'S COMPENSATION		CREDITORS' NOTICES	788
ACT	780	BANKRUPTCY NOTICES	789
NEW ORDERS, &c.	785		
COUNTY COURTS AND THE MORATO-			
RIUM	786		

Cases Reported this Week.

A Debtor, Re.....	784
Codling v. John Mowlem & Co. (Lim.) ..	783
Commissioners of Inland Revenue v. Marquess Camden ...	782
Richmond v. Richmond	784
R. H. Hollis & Son, Re. Ex parte Lawrence	784
Smith v. Colbourne	783

Current Topics.

New Trustee Stock.

FROM A notice printed elsewhere it will be seen that Gold Coast Government 4 per cent. Inscribed Stock (1939-59) has been included in the investments authorized by the Trustee Act, 1893, subject to the restrictions contained in section 2 (2) of that Act.

English Judges in Switzerland.

WE SEE that the Bench has not escaped the troubles which have befallen tourists abroad, and in consequence the British Repatriation Committee at Lucerne has the assistance of Lord Justice BUCKLEY and Mr. Justice SCRUTTON. The former is in charge of finance and the latter of transport, the two most pressing items in those parts.

The New Prize Court Rules.

UNDER THE Judicature Act, 1891, section 4 (1) the High Court is a prize court within the meaning of the Naval Prize Act, 1864, and has jurisdiction on the high seas and throughout the King's dominions, and by sub-section 2 the jurisdiction is, subject to rules of court, assigned to the Probate, Divorce, and Admiralty Division; and section 3 of the Prize Courts Act, 1894, enables rules of procedure for prize courts to be made by Order in Council. Till the other day the procedure was governed by the Prize Rules, 1898, but we understand that, either by fortunate coincidence or intelligent anticipation, new rules were recently drafted by departmental committees, presided over by the late Lord GORELL and Mr. BUTLER ASPINALL, K.C., and these were ready for promulgation on the outbreak of the war. They have been issued under an Order in Council of the 6th inst., and have come into immediate operation as provisional rules under section 2 of the Rules Publication Act, 1893. The long list of notices in prize causes—on Thursday it filled more than a column of the *Times*—is an indication of the immediate utility of the new rules. They are distributed among 46 orders and there are three appendices—A containing 67 forms; B, fees to be taken in prize matters by the court and its officers; and C, fees to be charged by and allowed to practitioners. We defer for the present any further consideration of them. They are obtainable from Messrs. WYMAN & SONS (Limited) at 1s.

The Moratorium.

A FURTHER Moratorium Proclamation, dated the 12th inst., was published in the Gazette of the 14th inst., and will be found on another page. The first Proclamation (*ante*, p. 758) postponed payment of a bill of exchange (not on demand) accepted before the 4th inst., for a month from the original date, provided the acceptor re-accepted it; if the bill was presented before the 12th inst., and the acceptor expressly refused re-acceptance, then he remains outside the Proclamations, and obtains no postponement; but as regards bills not presented before the 12th inst., the effect of the latest Proclamation appears to be to dispense with the necessity of re-acceptance. Thus bills generally are brought within the general Moratorium Proclamation (*ante*, p. 769), and are postponed at interest for a month from the due date, but with the substitution of the rate of interest at the date of presentation for that on the 7th inst. The moratorium is also extended in favour of banks whose principal place of business is in any part of the King's Dominions.

Voters on Active Service.

THE REVISING barrister will soon be abroad in the land, and this month is the month for claims on the Parliamentary and Municipal Register of Voters. The twentieth August was the last day on which lodgers could prefer their claims, which must be filed again afresh each year; occupiers, of course, are automatically placed on the lists, but, if omitted by an oversight of the town clerk or overseers, must also prefer their claim before that date. Since the official lists were published on the 1st of August, it is obvious that members of the Territorial or Expeditionary Army have had little or no opportunity to ascertain their position or where necessary put in their claims; but happily they are partially relieved by the provisions of the recent Electoral Disabilities (Naval and Military Service) Removal Act, 1914. This statute enables an elector on active service to secure a vote without personally preferring a claim; his wife, parent, relative, landlord, neighbour, or even a friend can make the claim and fill in the necessary form on his behalf—although, of course, the claim will undergo careful scrutiny at the revising barrister's hands. Another clause in the Act provides that no person absent on active service shall be disqualified by reason of his wife or children having received poor relief during his absence; but this can scarcely operate so as to affect the present register.

Lincoln's-inn in the Long Vacation.

NOT SINCE Lord ELDON carried a Brown Bess musket as a volunteer in the days of the Great War, and was indignant to find his company locked in Old-square while a troop of Guards rode down Chancery-lane, have the peaceful precincts of Lincoln's-inn worn so martial an aspect as in this month of August. Lincoln's-inn always is a quiet place compared with the Temple; it has no world-famous church to attract visitors, and its conveyancers are a somewhat drab and unstirring folk. But this Long Vacation, instead of utter emptiness, Old-square and Stone Buildings resound with the tramp of armed men. Stalwart youths, reading for the bar and fresh from the Universities or the Public Schools, march and countermarch in the beautiful gardens of the inn; khaki uniforms are more numerous than mufti in the quiet and homely Common Room; conveyancers in large practice and law reporters, returned from their vacation at the call of patriotic duty, walk up and down in all the glory of military array. Nor is the Temple less busy, as the crowds which line the Embankment railings to watch squads and sections at drill in the Temple Gardens, amply testify. For the Inns of Court Officers' Training Corps is the official body which is turning out young officers every day in platoons, and qualified aspirants from all over the country are hurrying to London to earn their commission by entering the corps. Its complement has long been full, and there are six hundred names on its "waiting list," who in their turn become recruits as the trained men take commissions. And the military spirit has spread even to the elderly members of the profession: a veteran corps has been formed in Lincoln's-

inn for ex-members of the old I.C.R.V. whose ages range from thirty-five to sixty. *Inter arma silent leges.* Law, other than international law and questions arising out of the war, is being forgotten for the moment, and even the Times Law Report of the Criminal Appeal and Vacation Courts has shrunk to a few lines at the bottom of a page of advertisements.

Enemy Merchant Ships at Outbreak of Hostilities.

IT WAS the object of the Sixth Convention of the Hague Peace Conference of 1907 to secure immunity from capture for merchant ships of belligerent States which, at the outbreak of war, happened to be in, or to be bound for, a port of the hostile State; but, as between Great Britain and Germany, it seems to have broken down in actual working; as between Great Britain and Austria-Hungary, however, the result has been better. Article 1 of the Convention provides that "it is desirable" that the enemy ship should be allowed to depart freely, either immediately or after a sufficient term of grace, and to proceed direct to its port of destination or some other port named for it; and the same applies to ships which have started before the commencement of war and enter an enemy port in ignorance of the outbreak of hostilities. This Convention has been ratified by all the Powers except Italy and the United States, and as regards Great Britain it represents the practice of the last fifty years. But it will be observed that the Article is not in terms obligatory; it only states that days of grace for departure are desirable, and Great Britain, in the Proclamation of the 4th inst., made the allowance of days of grace to German ships conditional on not less favourable treatment being accorded to British ships by Germany. The days of grace were till midnight on the 14th inst., but notice of acceptance by Germany was to be received by the 7th inst. To judge from the published documents, Germany was willing to allow the same days of grace to British ships in German ports, and the papers leave the impression that there was a misunderstanding owing to the two Governments not communicating with each other directly. Under the circumstances this is hardly matter for surprise, but the result is that the British offer of days of grace was treated as not accepted by Germany, and the German ships are detained here and the British ships in Germany. In the case of Austria the result, as we have already said, is different. The British Foreign Office received definite information that corresponding days of grace were allowed by Austria—in this case up to the 22nd of August—and, accordingly, Austrian ships are at liberty to depart up to midnight of to-day. The result of Article 1 not being obligatory is that the procedure breaks down when the two belligerents cannot come to an understanding as to each other's intentions immediately on the outbreak of war. The succeeding Article, which forbids confiscation, does not apply where no days of grace are allowed, and the German ships detained in British ports become droits of Admiralty, and the proceeds, as explained on another page, go to the Treasury. These should, it would seem, be applied in the first place in reimbursing the losers by the corresponding confiscation of British ships by Germany.

The Hague Conventions.

CURRENT EVENTS have brought into prominence the Conventions of the second Peace Conference, and we give on another page a list of these, and a statement as to their ratification. Those of immediate importance which Great Britain has ratified are IV., Laws and Customs of War on Land; VI., referred to above; VII., Conversion of Merchant Ships into War Ships; VIII., Automatic Contact Mines (see *ante*, p. 766); IX., Bombardment by Naval Forces; and XI., Restriction on Capture in Maritime War, to which we shall refer in our articles on Prize Law. Convention VII., legitimizes the taking over of merchant ships as part of the navy, but they must be actually under the control of naval officers; the Convention does not restore privateering. Nothing has occurred at present to make it necessary to refer to IX. With regard to the Conventions as a whole, we fear they shew how little the conference of diplomats in time of peace can do to mitigate the barbarities of actual warfare.

The Laws of War on Land.

IT WOULD be useless to attempt a statement of Convention IV., which codifies the laws and customs of land warfare. It is, perhaps, chiefly interesting for its distinction between combatants and non-combatants. Combatants are not restricted to the regular army, but if they are volunteers they must satisfy certain tests. They must (1) be commanded by a person responsible for his subordinates; (2) have a distinctive emblem fixed and recognizable at a distance; (3) carry arms openly; and (4) conduct their operations in accordance with the laws and customs of war. The only exception is where the population of a territory which has not been occupied spontaneously rise *en masse* to resist invading troops without having had time to organize themselves; but here, too, they must bear arms openly, and must respect the laws and customs of war. This does not apply to individual members of the civil population who, incensed by the cruelty of warfare, attack the invading troops; they are war criminals, and are liable to be shot (Oppenheim, International Law, Vol. II, p. 97), if the cruelty of the invaders goes so far. We state the rule, and need not comment upon its actual enforcement. Art. 30 requires that a spy taken in the act shall not be punished without previous trial. In the present war this seems to be quite ignored, and, judging from the correspondents' narratives, we imagine that numerous innocent persons have been executed.

Bombs from Aircraft.

ONE OTHER point may be noticed. The work of the second Peace Conference included a Declaration prohibiting the discharge of projectiles and explosives from "balloons," which, of course, includes aircraft generally. Only twenty-seven States out of forty-four supported this. Great Britain and the United States were in its favour; Germany, France, Italy, and Russia were against it. The dropping of bombs from aircraft has already resulted in wounds and death to the civilian population. It may be added that undefended towns and villages are declared exempt from attack or bombardment by any means whatever (Convention IV., Art. 25), and, therefore, from bombs dropped by aircraft; but who is to enforce these so called laws? It is easy to write text-books on war in times of peace; it is difficult to state in temperate language the actual practices of warfare when war is a reality.

Retired Judges as Special Constables.

RETIRED JUDGES have served their King and country in many diverse capacities, but we believe that Sir THOMAS BUCKNILL has created a precedent in offering himself for enrolment as a special constable at Epsom. We do not know whether Sir THOMAS will be employed on point duty in Epsom's busy main thoroughfare, or in patrolling the London and South Western Railway line to protect our military communications and the reinforcements sent out to join the Expeditionary Army; but we are quite certain that he will perform either duty with the same breezy and cheery alertness he always displayed in the forum and on the bench. We cannot think of him as a sleeping sentinel. However unconventional the ex-judge's enrolment may seem, this epilogue to his career on the bench has something in keeping with its prologue—for Sir THOMAS commenced his legal career in the unassuming character of an editor of law reports; though the series of ancient law reports which he prepared for modern use is rarely met with. He is the first judge who has been a special constable, and we believe he will be the last who ever worked on law reports. For law reporting is no longer a road to the bench as it was in the days of "JOCK CAMPBELL," who climbed from a Scotch eighteenth-century manse to the Woolsack by the help of a hard-won practice based on CAMPBELL'S Reports, or of Lord BLACKBURN, who was promoted at one remove from the quill pen of the scribe to the judicial scarlet and ermine. But although, perhaps, no judge, save Sir THOMAS BUCKNILL has been a special constable, he has had one distinguished predecessor in that office. During the Chartist panic of 1848, when half-a-million of Londoners took the oath in one week in response to WELLINGTON'S appeal, one of the half million

who wielded the truncheon was LOUIS NAPOLEON, who in three short years became Emperor of the French.

Judgment Debts and the Moratorium.

WE ASSENTED last week (*ante*, p. 764), perhaps somewhat hastily, to the view expressed by the Lord Chief Justice in the Moratorium Order of Court that judgment debts are not within the protection of the Proclamation. A learned correspondent, however, writes to us as follows: This view may be right, but it does not seem to follow *prima facie* from the wording of the Moratorium Proclamation. That Order purports to give one month's grace to debtors, with certain exceptions, in respect of "all payments which have become due and payable before the date of this Proclamation . . . in respect of any bill of exchange . . . or in respect of any negotiable instrument . . . or in respect of any contract made before" the 4th of August. Here the word "contract" does not appear to be limited in any way; presumably it includes all contracts. But contracts, we need hardly say, are of three kinds—simple contracts, specialty contracts, and contracts of record (i.e. judgments and recognizances). There seems nothing to exclude contracts of record from the operation of the Moratorium. But if it is argued that the contract obviously is only referring to express contracts, and not to those which are the creation of legal fictions, then one looks to the list of exceptions to see whether this contention is justified. There one finds various matters included which certainly are not express contracts, or indeed true contracts, in any sense of the term—e.g., rates, taxes, old age pensions paid under statutory authority by Government, contributions to the National Insurance scheme, statutory compensation for accidents to workmen. If these liabilities are within the term "contracts," so that it was considered necessary expressly to mention them as exceptions, why not judgments as well. These certainly come much nearer to being contracts than the purely statutory obligations we have mentioned. Of course it may be argued *contra* that the exceptions we name are only expressly stated *ex abundanti cautela*; even had the Proclamation not referred to them they would have been outside its terms in any case. But interpretation based on the *ex abundanti cautela* principle is to be sparingly used.

A Moratorium for Delivery of Goods.

IT HAS been forcibly urged by "City Solicitor" in a very convincing letter to the *Times* of the 18th inst., that the Moratorium Proclamation ought, in equity, to be given at least one very considerable extension. At present it gives a period of grace to persons whose obligation under a contract is the payment of money; it gives no respite at all to contractors whose obligation is the delivery of goods. Yet payment and delivery are only two out of many forms in which a contract may have to be performed by one contracting party, and there seems no reason why one particular mode of performance should be given special protection which is refused to others. This limitation in the moratorium bears very hard on two classes of contractors: first, merchants who have entered into forward contracts to deliver goods at named prices on fixed dates which are declared to be of the essence of the contract—such merchants are at present in many cases prevented from making this delivery through sudden shortage of foreign supply, or through temporary breakdown of railway and overseas transport facilities; secondly, undertakers who have contracted to complete works at certain dates under penalty clauses, and are unable to do so through inability to get raw materials hauled or through departure of labourers on war service. In many cases, too, even where no such physical obstacles intervene, merchants and contractors are prevented from going on with their contracts through just the same shrinkage of credit facilities which has created difficulty in discharging money debts. And the obligor, burdened with a contract to deliver goods or complete works, is often also an obligee who cannot get in from his own debtors the money with which to carry out his undertakings. There seems to be a reasonable case made out for cautious extension of the Moratorium on the lines suggested by "City Solicitor."

Prize Law.

I.

1. *Capture of Private Property at Sea in War.*—The keen controversy of recent years as to the moral legitimacy and political expediency of the right of a belligerent to capture private property at sea—whether ships or cargo—has been terminated for the present by the outbreak of war and the actual exercise of the right on a very extensive scale. That under the existing law of nations the right exists, there is no doubt, and the only question of interest just now is the extent of the right, and the jurisdiction which regulates its exercise. This jurisdiction reached its greatest importance in the time of the French Revolutionary wars. Lord STOWELL built up the principles which have been the foundation of the prize law of the world, but its importance now, though likely to be considerable, will not, we trust, be of such long duration. As to the controversy with regard to the right of capture, it is sufficient to say that Great Britain has always opposed the abolition of the right, and it is probably correct to say that in the latter part of the nineteenth century her opposition was the chief reason why no international agreement for its abolition was arrived at. The United States and Germany were both in favour of abolition. But Germany's advocacy of the change weakened as the strength of her navy increased, and in quite recent times the only chance of abolition has rested upon a simultaneous general restriction of armaments. At the Hague Peace Conference of 1907 the instructions to the British delegates expressed the willingness of Great Britain to reconsider the question on the footing of restriction of armaments, but not otherwise. Such a restriction should be one of the main objects to be aimed at when the war closes, but we need not speculate how it will affect the right of capture. As we have said, for the moment practice has displaced theory; for those who are interested in the matter we may refer to the discussion of it in HALL'S *International Law*, 6th ed., p. 437.

2. *Prize.*—The lawful capture of private property at sea makes that property "prize," though it cannot be disposed of as such until condemned by a prize court of proper jurisdiction: *The Flad Oyen* (1799, 1 Ch. Rob. 135), *The Henrick and Maria* (1799, 4 Ch. Rob. 243). Speaking generally, "prize goods are goods taken on the high seas, *jure belli*, out of the hands of the enemy" (*The Two Friends*, 1799, 1 Ch. Rob. 271); there must be a maritime capture effected by maritime force only: i.e., ships and cargoes taken by ships: *Genoa and Its Dependencies* (1820, 2 Dods. 444). What a land force takes is not prize, but booty, and is subject to different considerations, though in cases where booty is still lawful, the general rules for its distribution follow as far as possible the naval prize decisions: *Banda and Kirwee Booty* (1866, L. R. 1 A. & E., 109, 250).

3. *Droits of Admiralty.*—All prize belongs in the first instance to the State by whose forces it is taken—in England to the Crown (*The Melomane*, 1803, 1 Ch. Rob. 41); prize is the creature of the Crown (*The Elsebe*, 1804, 5 Ch. Rob. 173); and other persons claiming an interest can only make a title by grant from the Crown: *The Maria Françoise* (1806, 6 Ch. Rob. 282).

But certain prize went formerly to the Lord High Admiral as droits of Admiralty under an ancient grant to him. The office of Lord High Admiral now exists—if it still exists at all—only in contemplation of law, and prize of this nature goes to the King in his office of Admiralty: *The Maria Françoise* (*supra*). The captors take no part of it, and in practice it goes into the Treasury (Laws of England, vol. 23, p. 276, note (b)). It includes prize taken by persons not duly commissioned by the Crown (*The Melomane*, *supra*), and this rule is made statutory by the Naval Prize Act, 1864, s. 39:—"Any ship or goods taken as prize by any of the officers and crew of a ship other than a ship of war of His Majesty shall, on condemnation, belong to His Majesty in his office of Admiralty." And it includes prize taken in harbour otherwise than by act of war. After the Commonwealth the extent of this latter right was in doubt, and by Order in Council of March, 1665-6, it was declared that

ships and goods of the enemy "coming" into any port, creek or road of England or Ireland, by stress of weather, or by ignorance, not knowing of the war, should go to the Admiralty; but such as voluntarily came in—whether men-of-war or merchantmen—or were driven in by the King's ships, and ships seized in ports, creeks or roads of England or Ireland before the declaration of war, should go to the Crown. By usage the word "coming" included "already come," and the order was construed to extend to all dominions of the Crown: *The Rebeckah* (1799, 1 Ch. Rob. 227). Thus, generally, ships coming into port by act of war go to the Crown; those coming in otherwise go to the King in his office of Admiralty: *The Maria Françoise* (*supra*, at p. 298).

4. *Prize Money.*—Where on condemnation a prize is not declared to be a droit of Admiralty, it remains in the Crown; but the proceeds are in practice distributable among the captors. In the first instance, prizes, whether ships or goods, are sold under the superintendence of the marshal, and the proceeds paid into court (Naval Prize Act, 1864, ss. 26-29); but they are distributable, under the Royal Proclamation of the 17th of September, 1900 (Stat. R. & O., Rev., vol. 9, Navy, p. 110), among the flag officer, the captain and other officers, and the crews of the ship or ships making the capture in certain proportions.

By the Proclamation, ships or vessels which are in sight of the prize and also of the actual captor, under such circumstances as to cause intimidation to the prize and encouragement to the captor, are entitled to share as joint captors. Apart from the terms of the Proclamation, it seems that for a ship, other than that to which the prize strikes her flag, to be entitled as a joint captor, she must have acted in concert with the latter (see *The Guillaume Tell*, 1803, Edw. 6; and as to a co-operating land force see *The Dordrecht*, 1799, 2 Ch. Rob. 55; see also other cases as to joint captors cited in Laws of England, vol. 23, p. 292).

It should be noticed that prize money is distinct from prize bounty. Prize bounty is money paid by the Crown as a reward for the taking or destruction of an enemy ship or war, limited in total amount to £5 for each person on board the enemy ship at the beginning of the engagement (Naval Prize Act, 1864, s. 42). In the Naval Prize Bill of 1911 this was repeated, with the omission of the £5 limitation, but the subject of prize money was not touched, and the Admiralty strongly opposed an attempt to abolish it (see Hansard, Commons, vol. 32, 5th series, pp. 1659, *et seq.*). The Bill, it will be remembered, was lost in the House of Lords for reasons we shall refer to subsequently in dealing with prize courts. There is also prize salvage money, payable on the re-capture of a British ship from the enemy (Naval Prize Act, 1864, s. 40). The actual process of distribution of all these moneys is regulated by the Naval Agency and Distribution Act, 1864, and the Order in Council of the 5th of December, 1865 (Stat. R. & O., Rev., vol. 9, Navy, p. 119).

(To be continued.)

Contracts under War Conditions.

I.

DEALINGS WITH ALIEN ENEMIES.

IN the present series of articles we propose to discuss some practical points arising out of war conditions which are troubling solicitors in all parts of the country. Foremost among these vexed questions come those which relate to dealings with alien enemies; other problems arise out of such contractual relationships, such as sale, carriage by sea and by land, insurance, banking, partnership, and investment. In the present article we propose to consider shortly, and in a practical way, the question of dealings with alien enemies, the general aspect of which we have already considered (*ante*, p. 751).

The general principle governing dealings with alien enemies is clearly stated by WILLES, J., in *Esposito v. Bowden* (1857, 7 E.

& B. 763). "It is now fully established," he said, "that the presumed object of war being as much to cripple the enemy's commerce as to capture his property, a declaration of war imports a prohibition of commercial intercourse and correspondence with the inhabitants of the enemy's country, and that such intercourse, except with the licence of the Crown, is illegal." It follows from this that it is illegal to have intercourse with any alien enemy, after war breaks out, so long as he is resident in the enemy's country. No similar illegality arises in connection with alien enemies resident in our own or a neutral country, unless, of course, the intercourse is of a treasonable nature. The only disability imposed on such aliens, when permitted to reside here, is that they cannot sue in our courts while war is continuing. Thus, during the Crimean War, a Russian subject domiciled in England attempted to sue his employer for wages, but the court declined jurisdiction on the simple ground that an alien enemy cannot appear as a party before an English court: *Alcinous v. Nigreu* (1854, 4 E. & B. 217). This rule, of course, does not apply in the case of aliens residing here under the protection of the Crown, express or implied, and who thereby cease to be alien enemies. It may be taken for granted that those German and Austrian banks which have been licensed to continue their businesses in England, under the supervision of Sir WILLIAM PLENDER, come within this category, and can take all necessary proceedings in our courts to protect their rights. It is not quite clear whether Germans and Austrians who register themselves under the Aliens Restriction Acts and Order are similarly protected, but it is settled that a benevolent construction will be given to any document granting facilities to alien enemies resident in this country (*Feise v. Bell*, 1812, 4 Taunt. 4); and we presume that the order would be regarded as offering protection to registered aliens so as to confer the rights of civil suit upon them.

Again, even as regards alien enemies resident in Germany or Austria, the Royal Proclamations expressly license and legalise dealings with them to a very considerable extent, for they contain the following provision:—

"And we hereby declare that any transactions to, with, or for the benefit of any person resident, carrying on business, or being in the said Empire, which are not treasonable and are not for the time being expressly prohibited by Us, either by virtue of this Proclamation or otherwise, and which but for the existence of the state of war aforesaid would be lawful, are hereby permitted."

The only transactions forbidden by these and other Orders at present are contracts relating to (1) Contraband of war; (2) purchase or sale of goods; (3) intercourse of British ships with the enemy's ports; (4) the entrance into new contracts of insurance "with or for the benefit of" alien enemies, or the payment of German losses due to the belligerent action of Britain and her Allies; and (5) the entrance into new commercial, financial, or other contracts or obligations "with or for the benefit of" such alien enemies. On the well-known principle of *Inclusio unius exclusio alterius* the Proclamation would appear to legalise the performance of all other obligations towards Germans, and the carrying out of obligations existing at the outbreak of war, except such as involve the entrance of a British ship into an enemy's port, or the indemnity of an enemy subject against losses arising out of the hostilities.

Now, there are certain classes of obligations towards alien enemies, the performance of which is at common law unlawful, but which appear to be impliedly licensed by this Proclamation. Let us take the case, to which a correspondent referred last week (*ante*, p. 768), of a life insurance policy taken out by a German subject with a British office. Here there seems no reason why the office should not accept the payment of premiums if and when offered on behalf of the assured, through an agent in this or a neutral country, or pay the policy moneys in the event of the assured's death—unless the assured dies in action against us, in which case payment might be indemnification of alien enemies against "loss due to the belligerent action of His Majesty's forces," which is expressly forbidden by the Order. But no new contracts of insurance can be entered into with an alien enemy, or on his behalf while the war lasts.

But, however far the Proclamations may go in permitting *post bellum* transactions with enemies, although resident in their own country, little practical use is likely to be made of this. The more important questions from a practical business point of view affect *ante-bellum* obligations towards alien enemies. Such obligations may be divided into three large classes. First come executory or continuing contracts with alien enemies; it is well-settled that these are automatically avoided on the outbreak of hostilities: *Clemontson v. Blessig* (105 R. R. 456, footnote). Let us indicate a few of them in detail.

Partnership with an alien enemy is one of these contracts, and so is avoided. But what is the position of the parties after hostilities cease? The reason why such contracts terminate is not because they are against public policy (as is the case with *post-bellum* contracts), but because the performance becomes impossible on the happening of an event not contemplated by the parties. The effect of this termination would seem to operate exactly as if a dissolution of the partnership by death or mutual consent took place, and the British partner, or partners, would, no doubt, be a trustee for the foreign partner in the usual way, with the usual liability to account, except that his liabilities would be postponed until the conclusion of hostilities.

As regards life insurance contracts, it would seem that, under the Proclamation as already indicated, such contracts are perfectly capable of being continued. That being so, the rule that executory contracts are automatically avoided on the outbreak of hostilities, if it depends on the fact that such contracts become impossible of performance, has no application to life insurance contracts at all. It would seem that these must be treated as binding, and the parties will probably be legally in just the same position, in respect of all acts done or omitted, as they would be in times of peace—e.g., failure to pay a premium at the appointed date will cause a lapse of the policy, unless there exists a surrender value, and a provision keeping the policy alive until that value is exhausted.

A second class of *ante-bellum* obligations are executed contracts, namely, those in which one party has fulfilled his obligations in full before war breaks out. His rights are suspended until the conclusion of hostilities, except when the contract was one for providing munitions of war or insuring alien enemies' property against war risks, in which case it is avoided absolutely on grounds of public policy: *Furtado v. Rogers* (1802, 3 Bos. & P. 199). We need only consider cases where the alien enemy has executed his part of the contract, since the reverse cases will, in practice, be decided in German or Austrian courts after the war is over according to their systems of law.

Examples of such cases are the following. A German has deposited moneys or securities with a British bank. An Austrian has lent money to an English subject. A German holds shares or debentures in a British company. An English merchant has accepted a bill drawn on him by a German who has sold and delivered chemicals to him before war broke out. How are all these parties affected by the war? The answer as regards the bank, the borrower, and the debenture-holder seems to be that their liability is simply suspended until the war closes, and then becomes due as it was without any allowance for compound interest. Whether or not the Statute of Limitations runs against the alien enemy is apparently an open question; there is a dictum of Baron BRAMWELL to the effect that it does (*De Wahl v. Braune*, 1856, 25 L. J. Ex., p. 343); but POLLOCK on Contracts, p. 86, footnote, and WESTLAKE, p. 49, take the opposite view.

Probably the same rule applies to the shareholder; for a share is simply a *chose in action*—i.e., a debt due to the shareholder by the company. If so, it should be in the same position as any other executed contract. But two objections may be taken to this view: (1) that a shareholder is more than a mere creditor, he is a *quasi-partner* in the company; (2) that a share, when not fully paid up, becomes an executory contract, not an executed contract, and so lapses. But neither objection seems sound. For the members of a company are not co-partners; the company is an entity or person distinct from its members: *Salamon v. Salamon & Co. (Limited)* (1897, A. C. 22). And the rule as to executory contracts lapsing appears to apply only when war

impliedly renders their performance impossible—which is not so in the case of a partly paid share. If a call is made and the alien enemy omits to pay, then his share no doubt lapses or is dealt with as provided in the articles.

Again, let us take the case of bills of exchange drawn by an alien enemy before the outbreak of war on a British subject, accepted by the drawee, and indorsed over to third parties. The fact that the bill has been drawn by an alien enemy, or indorsed over by one, seems in no way to prevent its being paid by the acceptor in due course on presentation. Indeed, if the acceptor refuses to pay, there seems no reason why the holder, if a British subject or friendly alien, should not sue on the bill.

There is a third class of *ante-bellum* obligations, not contractual in its nature, which deserves a brief consideration. What is the position of a trustee under an English settlement for an Englishwoman who has become the wife of an alien enemy, and therefore an alien enemy herself? What is the position of an executor under whose testator's will a legacy is given to this lady either before or after the war? Of course, the liability cannot be enforced until the conclusion of hostilities, for an alien enemy (unless expressly or impliedly licensed by the Crown) cannot sue in an English court after a state of war arises: *Brandon v. Nesbitt* (1794, 6 T. R. 23). But the trustee or executor in each case is apparently at liberty to make a payment to his foreign *cestui que trust* or legatee, since the Proclamations, already more than once referred to, appear to sanction the performance of such obligations during hostilities, and, therefore, if he makes the payment he can obtain a valid receipt from the alien enemy. Of course, payment would have to be made either in a neutral country or through the friendly offices of a neutral consular authority in Germany or Austria.

In conclusion, it may be useful to give a somewhat fuller definition of the persons who collectively make up alien enemies than was given in the previous article. Alien enemies may be defined as including—(1) German and Austrian subjects wherever resident, unless residing in England under the protection of the Sovereign, as it is submitted is the case with aliens who are registered under the new Aliens Restriction Act and Orders; (2) British or neutral subjects resident or carrying on trade in Germany or Austria (*Sorensen v. Reg.*, 1857, 1 Moo. P. C. C. 141); (3) companies incorporated under the Laws of Germany or Austria; (4) British or neutral companies which carry on business in Germany or Austria—*e.g.*, banks having a branch there—after the commencement of hostilities (see *Nigel Gold Mining Co. (Limited) v. Hoode* (1901, 2 K. B. 849); and (5) English women married to Germans or Austrians.

[To be continued.]

Reviews.

Students' Guides.

A NEW GUIDE TO THE BAR, CONTAINING THE MOST RECENT REGULATIONS AND SPECIMEN EXAMINATION PAPERS, AND A CRITICAL ESSAY ON THE PRESENT CONDITION OF THE BAR OF ENGLAND. By M.A. and LL.B., Barristers at-Law. FOURTH EDITION. Sweet & Maxwell (Limited). 5s.

SWEET & MAXWELL'S GUIDE TO THE LEGAL PROFESSION, THE LONDON LL.B., AND TO STUDENTS' LAW BOOKS: WITH SUGGESTED COURSES OF READING. Sweet & Maxwell (Limited). 1s. net.

The most interesting part of the first of the above books is the introductory chapter on the English bar; the remainder consists of useful information as to the Inns of Court and examinations. The difficulties which attend the acquisition of practice are put none too strongly, and the aspirant for forensic success had better think once, twice, and up to twenty times at least, before embarking on this uncertain way of making a living; while if he adopts conveyancing as a career he must expect a still harder struggle for recognition, notwithstanding the greater learning and industry required.

The second book is devoted to both branches of the profession, and after explaining briefly how to become a barrister or solicitor, it gives an account of the courses of study which must be pursued, and the appropriate books. We are glad to see that the late Judge Willis's book on Negotiable Securities—one of the few really stimulating legal works which exists—is included.

Contracts in Time of War.

THE EFFECT OF WAR ON COMMERCIAL TRANSACTIONS. By ERNEST J. SCHUSTER, LL.D., Barrister-at-Law. Stevens & Sons (Limited). 2s. 6d.

This little pamphlet, consisting of thirty pages and an appendix, which contains the Aliens Restriction Act and Order, should prove useful to commercial practitioners. It is somewhat theoretical and tentative in tone, having been prepared twelve months ago as a purely academic essay by its author, who revised and printed it on the outbreak of war. But it abounds in practical suggestions, and although the author is often heretical in his views, he always states clearly the orthodox view as well. We can heartily commend it to our readers.

Books of the Week.

Selden Society.—Year Books of Edward II. Vol. 6, 4 Edward II. A.D. 1310-11. Edited for the Selden Society by G. J. TURNER, Barrister-at-Law. Vol. 26, for the year 1911. Bernard Quaritch.

Criminal Appeal Cases.—Reports of Cases in the Court of Criminal Appeal, June 29-30, July 1, 7, 8, 10, 15, 1914. Edited by HERMAN COHEN, Barrister-at-Law. Vol. 10, part 8. Stevens & Haynes. 4s. net.

Selden Society.—Select Bills in Eyre, A.D. 1292-1333. Vol. 30, 1914. Edited for the Selden Society by W. C. BOLLAND, Barrister-at-Law. Bernard Quaritch.

Contracts in War.—The Effect of War on Commercial Transactions. By ERNEST J. SCHUSTER, LL.D., Barrister-at-Law. Stevens & Sons (Limited). 2s. 6d.

Private International Law.—Polarized Law. With an English Translation of The Hague Conventions on Private International Law. Three Lectures on Conflict of Laws, delivered at the University of London. By T. BATY, D.C.L., LL.D., Barrister-at-Law. Stevens & Haynes. 7s. 6d.

Correspondence.

Assets in England of Alien Enemies.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—It seems to us that shortly many questions will arise as to the course to be adopted by English creditors of Germans and Austrians who have left this country but have nevertheless in some cases left assets here, and if you could devote a few lines to the best means for such creditors to adopt we think they would be appreciated.

W. B. & W. R. BULL.

Newport Pagnell, Aug. 18.

[We hope to deal with this point shortly.—Ed. S.J.]

An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister-at-Law.

IX.

(Cases decided since the last Epitome, Vol. 58, page 613.)

(5) DECISIONS AS TO NOTICE OF ACCIDENT.

Rowell & Matthews v. Haward (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 23rd and 24th of June, 1914).

FACTS.—A canvasser for a firm of butchers was in the habit of riding a bicycle, which was provided by the employers, in the course of his work. On the 16th of September, 1911, the bicycle skidded and he was thrown violently to the ground. No immediate consequences appeared, but about Christmas symptoms of cancer in the testicles appeared. It was treated as an illness, and the employers, according to their custom, paid him full wages. In February, 1912, the canvasser's doctor discovered that he was suffering from cancer, and informed the employers' manager. No notice of the accident was given until the 14th of January, 1912. The canvasser died of cancer on the 24th of June, 1912. The county court judge held that the cancer was due to the accident; that there was reasonable cause for

not giving notice before the 26th of December, 1911, and that as to the period after that date the employers were not prejudiced in their defence.

DECISION.—There was evidence to justify the judge in these findings. (From note taken in court. Case reported *L. T. newspaper*, 4th of July, 1914, p. 238.)

Potter v. John Welch & Sons (Limited) (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 8th of July, 1914).

FACTS.—The widow of a workman who had been killed by accident brought an action against his employers under the Fatal Accidents Act, 1846. The jury found a verdict for the defendants on the ground of contributory negligence, and the judge was asked to assess the compensation under section 1 (4) of the Workmen's Compensation Act. The evidence shewed that the workman had not given any written notice of the accident, and had gone back to work while in a condition which must have made him aware of the serious nature of the accident. The judge (Channell, J.) held that the action brought under the Act of 1846 was an action "for injury caused by any accident" within section 1 (4) of the Workmen's Compensation Act, and also that, although the employers were prejudiced in their defence by the want of notice, such want was occasioned by reasonable cause; he therefore awarded compensation.

DECISION.—The judge was right on the first point, but there was no evidence of any reasonable cause for not giving notice. Appeal allowed. (From note taken in court. Case reported *W. N.*, 18th of July, 1914, p. 317; *L. T. newspaper*, 18th of July, 1914, p. 290.)

(6) DECISIONS AS TO "AGREEMENTS."

Godbolt v. London County Council (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 10th of June, 1914).

FACTS.—A workman met with an accident, and was paid half wages by his employers on his going to their doctor. He subsequently applied to record a memorandum of agreement, which he stated his employers had come to with him, to pay 15s. weekly in accordance with the provisions of the Act. The employers contended that no such agreement had been come to, but the county court judge ordered it to be recorded.

DECISION.—Such an agreement may be inferred from the conduct of the parties, and need not be in writing; but in this case there was no evidence of any such agreement having ever been entered into. (From note taken in court. Case reported *L. T. newspaper*, 20th of June, 1914, p. 181.)

Scott v. The Long Meg Plaster Co. (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 16th and 17th of June, 1914).

FACTS.—A workman was injured in his wrist and was paid 9s., half wages, weekly compensation; after five months he returned to work, and worked for eleven months, when he gave it up. After correspondence he filed a request for arbitration, but on the 5th of June, 1913, as a compromise, an agreement was come to, the employers admitting that the workman was totally incapacitated, and agreeing to pay him 6s. weekly during total disablement. On the 11th of June, 1913, the workman's arm was amputated, and in November arbitration proceedings were commenced for an increase of the weekly compensation to 9s. The county court judge decided that the agreement was only meant to apply while the then conditions lasted, and that there was evidence of a change of circumstances; he therefore awarded an increase of 3s. weekly.

DECISION.—The agreement was for payment during total incapacity, and could not be reviewed merely because the incapacity which had been thought to be temporary had become permanent. (From note taken in court. Case reported *L. T. newspaper*, 4th of July, 1914, p. 238.)

Goodsell v. Owners of Ship or Sailing Barge Lloyds (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 30th of June, 1914).

FACTS.—A bargemaster met with an accident, and for some time was paid £1 a week compensation, under an agreement dated the 16th of March, 1912. Eventually the employers stopped payment, on the ground that the bargemaster was not a workman within the Workmen's Compensation Act. He applied to have the agreement recorded, but the county court judge refused to do so, holding that an applicant was bound to satisfy him that he was within the Act.

DECISION.—It was settled by the agreement that the applicant was a workman, and the judge had no jurisdiction to go into that question or to refuse to record the agreement. (From note taken in court. Case reported *Times*, 2nd of July, 1914; *L. T. newspaper*, 11th of July, 1914, p. 260; *W. N.*, 11th of July, 1914, p. 302; *L. J. newspaper*, 18th of July, 1914, p. 439.)

(7) MISCELLANEOUS DECISIONS.

George Rogers v. Metropolitan Borough of Holborn (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 11th and 12th of June, 1914).

FACTS.—A workman was injured and was paid compensation for nine months, when he applied for an increase in the weekly compensation. The employers paid a sum into court and applied for particulars of his physical capacity. An order for particulars was made, but not complied with, and the matter came again before the county court judge, when the workman was represented by the managing clerk to the solicitor on the record. He was an admitted solicitor, but had not taken out a practising certificate. The judge declined to hear him, and made an order for particulars.

DECISION.—The managing clerk was not a solicitor entitled to appear under the Workmen's Compensation Rules, 1913, r. 35, and section 72 of the County Court Act, 1888, and although the judge has power under special circumstances to hear any person on behalf of the parties, the court would not interfere with the discretion which he had exercised. No distinction could be drawn for this purpose between interlocutory and final proceedings. (From note taken in court. Case reported *L. T. newspaper*, 4th of July, 1914, p. 237; *W. N.*, 27th of June, 1914, p. 279; and see *Allen v. Francis*, ante, p. 753.)

Jones v. D. Davies and Sons (Limited) (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 16th of June, 1914).

FACTS.—A collier was injured by accident on the 10th of April, 1913, and was paid compensation for total disablement until June, and then for partial disablement, light work being provided for him. On the 5th of September compensation was stopped on the ground that the collier had completely recovered. On the 20th of October his solicitors wrote, claiming a continuance of compensation from the 5th of September. On the 25th of October the employers had him examined by a medical expert. The employers then repudiated liability, and on the 13th of December the collier filed a request for arbitration. The county court judge found that the collier had recovered by the 5th of September, and made an award in favour of the respondents, with costs on the B. scale, a qualifying fee to be allowed on taxation to the medical expert. The collier appealed against the qualifying fee, on the ground that the doctor never saw him after the request for arbitration was filed.

DECISION.—The dispute had certainly arisen when the solicitor wrote claiming compensation, and the matter was therefore within the discretion of the judge. Appeal dismissed. (From note taken in court. Case reported *L. T. newspaper*, 27th of June, 1914, p. 211; *W. N.*, 27th of June, 1914, p. 230; *L. J. newspaper*, 27th of June, 1914, p. 396.)

Rushton v. George Skey & Co. (Limited) (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 17th of June, 1914).

FACTS.—A workman was injured by accident in January, 1913, and paid compensation for three weeks. In July he was ill, and until the 23rd of September received 10s. insurance money weekly from his approved society. In his answer to questions the workman told the society that in his opinion the illness had nothing to do with the previous accident, and that he did not propose to make a claim for compensation. The society then took proceedings against the employer under the National Insurance Act, 1911, s. 11 (2). There was evidence that the accident had caused the illness, but the county court judge held that the workman had good grounds for not taking proceedings, and that, therefore, he had not "unreasonably refused or neglected" to take proceedings, so as to entitle the society to proceed in his name.

DECISION.—To entitle the society to take proceedings there must be either an unreasonable refusal, which was not suggested here, or a neglect to discharge some legal or moral obligation to take proceedings on the part of the workman, which had not occurred in this case. Therefore the society was not entitled to take proceedings here. (From note taken in court. Case reported *SOLICITORS' JOURNAL*, 11th of July, 1914, p. 685; *Times*, 18th of June, 1914; *L. T. newspaper*, 27th of June, 1914, p. 212; *L. J. newspaper*, 4th of July, 1914, p. 412; *W. N.*, 27th of June, 1914, p. 281.)

Bagley v. Furness, Withy & Co. (Limited) (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.J.J., 25th of June, 1914).

FACTS.—A workman was injured by accident and was awarded compensation at the rate of 9s. a week on the 13th of March, 1913. In July he applied for a review, asking that it should be increased to 16s. a week, but his application was dismissed. On the 24th of July the employers gave him light work at his original wages and ceased to pay compensation. The workman afterwards ceased to work for the employers, and on the 5th of February, 1914, made another application for review. The employers by their answer denied that the workman was incapacitated, and said that at the hearing they would ask that the

award of the 13th of March, 1913, should be terminated. The county court judge terminated the award as from the 24th of July, 1913.

DECISION.—The judge had jurisdiction to make the order, as was decided by the House of Lords in *Gibson v. Wishart* (7 B. W. C. 348). (From note taken in court. Case reported *W. N.*, 11th of July, 1914, p. 300; *L. J.* newspaper, 18th of July, 1914, p. 438.)

Taylor v. Cripps (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 29th of June, 1914).

FACTS.—A workman, who had made a claim for compensation, was in hospital and unable to attend the court. The county court judge made an order for his evidence to be taken on commission before the registrar.

DECISION.—An arbitrator under the Workmen's Compensation Act has no power to sanction evidence being taken on commission before an examiner. (From note taken in court. Case reported *SOLICITORS' JOURNAL*, 11th of July, 1914, p. 685; *Times*, 30th of June, 1914; *L. T.* newspaper, 11th of July, 1914, p. 260; *L. J.* newspaper, 11th of July, 1914, p. 423; *W. N.*, 11th of July, 1914, p. 302.)

Hockley v. West London Timber and Joinery Company (Limited) (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 30th of June and 1st of July, 1914).

FACTS.—The respondents, who were manufacturers of mouldings, imported timber which was delivered to them by importers at a dock in the Thames, but they always made contracts with other firms for unloading and fetching the timber and stacking it in their yard. A deal porter was employed by one such firm and was injured by accident in the respondents' yard while stacking timber. The deal portage contractor engaged, paid, and had sole control of the men employed to do the work under his contract with the respondents. The porter claimed compensation from the respondents under section 4 of the Workmen's Compensation Act, but the county court judge held that they were not liable as principals, and that the work on which the porter was engaged at the time of the accident was not "part of any work undertaken" by the respondents.

DECISION.—The judge was right. (From note taken in court. Case reported *SOLICITORS' JOURNAL*, 18th of July, 1914, p. 705; *L. T.* newspaper, 11th of July, 1914, p. 261; *L. J.* newspaper, 18th of July, 1914, p. 439; *W. N.*, 25th of July, 1914, p. 330.)

Finlayson v. Owners of Ship Clinton (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 6th of July, 1914).

FACTS.—A sea apprentice made a claim for compensation on the ground that both his eyes had been affected by an accident. Two medical witnesses for the employers gave evidence that, in their opinion, no accident had happened to the lad. An eye specialist who sat as assessor, after examining him, said that he found distinct evidence of an accident to his eye, but that his present condition was due to myopia and not to the accident. The county court judge made an award in favour of the employers, with costs, but disallowed the costs of the two medical witnesses.

DECISION.—The two witnesses gave material evidence, and having regard to the reasons given by the judge he did not exercise his discretion, as to costs, judicially. (From note taken in court. Case reported *L. T.* newspaper, 18th of July, 1914, p. 290.)

Evans v. Barrow Haematite Steel Company (Limited) (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 6th of July, 1914).

FACTS.—A workman was injured by accident, and in 1909 an award was made in his favour, but terminating the weekly payments after six months should have expired since that date. After the expiration of the six months an application to review was made, but was dismissed on the ground that there was no weekly payment to review. Two more applications to review were made to different county court judges, but were dismissed on the ground that the matter was *res judicata*. Subsequently an original application for compensation, giving credit for the payments received, was made, and it was argued that the original award was bad on the face of it, on the authority of *Baker v. Jewell* (1910, 2 K. B. 673). The county court judge held that, as that award had not been appealed from, the doctrine of *res judicata* still applied.

DECISION.—The judge was right. (From note taken in court. Case reported *L. T.* newspaper, 18th of July, 1914, p. 290.)

Marshall, Sons & Company (Limited) v. Prince (C.A.: Lord Cozens-Hardy, M.R., Swinfen Eady and Pickford, L.JJ., 26th of June and 13th of July, 1914).

FACTS.—A lad of eighteen employed as an engineer's fitter met with an accident which resulted in the loss of one eye, and rendered the

other eye practically useless. Under an agreement he was paid 5s. a week compensation, which was his full wages. An application to redeem the weekly payments was made in due course. The county court judge held that the injury was permanent, but not the incapacity, because it was admitted that at twenty-one his wages would have increased to 22s. a week. The judge, therefore, decided that he was not bound to redeem on the 75 per cent. basis under Schedule I. 17, which would have amounted to £355, but made an award for £550.

DECISION.—The judge had misdirected himself on the question of permanent incapacity; the question was whether the lad's physical condition was stable. The fact that he was an infant made no difference. The case must go back for re-hearing, as no evidence had been given by the employers, on whom the *onus* lay, that the incapacity was permanent. (From note taken in court. Case reported *SOLICITORS' JOURNAL*, 25th of July, 1914, p. 721; *L. T.* newspaper, 25th of July, 1914, p. 316; *W. N.*, 25th of July, 1914, p. 330.)

Codling v. John Mowlem & Company (Limited) (C.A.: Buckley, Kennedy and Phillimore, L.JJ., 21st of July, 1914).

FACTS.—A workman was killed in an accident, and the widow brought an action under Lord Campbell's Act to recover damages for negligence. Her solicitor also made a claim on the employers on behalf of the six children under the Workmen's Compensation Act. The employers thereupon paid £300, the maximum amount, into court, naming the widow as a dependant. The widow renounced her claim to any part of this sum, and an order was made in favour of the children. The writ in the widow's action was issued subsequently, although a letter claiming damages had been written by her solicitor shortly after the accident. Atkin, J., held that, under section 1 (2) (b) of the Workmen's Compensation Act, the action was not maintainable.

DECISION.—The judge was right. (Case reported *Times*, 22nd of July, 1914; *L. T.* newspaper, 25th of July, 1914, p. 318; *W. N.*, 25th of July, 1914, p. 333.)

Taylor & Co. v. Clark (ante, p. 753, in the Epitome) is reported ante, p. 738.

CASES OF LAST SITTINGS. House of Lords.

COMMISSIONERS OF INLAND REVENUE v. MARQUESS CAMDEN.
2nd, 3rd, and 22nd July.

REVENUE—REVERSION DUTY—DETERMINATION OF LEASE—"BENEFIT ACCRUING TO THE LESSOR"—BASIS OF ASCERTAINMENT—BUILDING AGREEMENT—EXPENDITURE ON BUILDING—PAYMENT MADE IN CONSIDERATION OF THE LEASE—FINANCE (1909-10) ACT, 1910 (10 Ed. 7, c. 8), s. 13.

An intending lessee of house property, in pursuance of the terms of a building agreement, expended £6,000 in adding to, repairing, and improving the property. Leases were afterwards granted to him in express consideration of the agreed expenditure and of the rent and lessee's covenants. On the surrender of the leases and the assessment of the property to reversion duty

Held, that in assessing the reversion duty the total value of the land at the time of the original grant of the lease was not to be ascertained solely by capitalizing the rent, but that the sum of £6,000 expended by the lessee was a payment "made in consideration of the lease" within the meaning of section 13 of the Finance (1909-10) Act, 1910, and must be taken into account.

Decision of Court of Appeal (58 *SOLICITORS' JOURNAL*, 219; 1914, 1 K. B. 641) affirmed.

Appeal by the Crown from an order of the Court of Appeal reversing an order of Horridge, J., on a question of assessing reversion duty. The facts fully appear from the judgment.

THE HOUSE took time for consideration.

LORD DUNEDIN, in moving the appeal should be dismissed, said the question arose upon the construction of section 13 of the Finance (1909-10) Act, 1910. The section, by sub-section (1), imposed a duty called reversion duty on "the value of the benefit accruing to the lessor by reason of the determination of the lease" at the determination of the term. It then proceeded, sub-section (2), to give rules for the ascertainment of this benefit accruing. Paraphrasing its provisions, the benefit was to be found by subtracting the value of the subject at the time of the grant of the lease from the value of the subject at the end of the lease. The value at the end of the lease was to be ascertained in accordance with general rules as to valuation as set forth in another part of the Act. The value as to the time of the grant of the original lease was to be ascertained "on the basis of the rent reserved and payments made in consideration of the lease (including, in cases where a nominal rent only had been reserved, the value of any covenant or undertaking to erect buildings or to expend any sums on the property)." It was in the latter clause that the first dispute arose. There was no dispute as to the value at the present time. The facts on which the dispute arose were very simple. The trustees of the Marquess of Camden let six tenements to a Mr. Wilson by six leases. The lease

bore that they were granted "in consideration of the expenses incurred by the lessee in erecting the messuage and buildings hereby demised and of the rent and covenants on the part of the lessee." The appellants, under the circumstances, made the calculation of value by taking twenty-four years' purchase of the reserved rent, but made no addition in respect of the expense incurred by the lessee in erecting the buildings. On appeal to the referee he held that twenty-five years' purchase should be taken instead of twenty-four, but in other respects he upheld the assessment, holding in particular that, in ascertaining the total value, no consideration was to be given to the payments in consideration of the lease. On appeal to Mr. Justice Horridge, that learned judge found as a fact that, prior to the granting of the lease, Mr. Wilson had, in pursuance of his agreement, expended the sum of £6,000 upon the works mentioned—the erection of the buildings—and confirmed the judgment of the referee. On appeal to the Court of Appeal, that court held that that sum of £6,000 fell to be added to the capital sum of the rents at twenty-five years. The argument for the Crown against that judgment was succinctly stated in the fifth reason of the appellants' case, which ran thus: "Payments made in consideration of the lease include all payments such as premiums, expenses of the lease to be made by the lessee to the lessor or the persons entitled to receive and give receipts for such payments." His lordship could not accede to this view. It practically interpolated in the section after the word "payments" some such words as "to the lessor" which were not to be found in the section. What the section did say was payments in consideration of the lease, and this lease said that the expenditure (and there could not be expenditure without payment) was the consideration of the lease. Nor did he think that the ensuing parenthesis caused any difficulty. The parenthesis was to meet the case, where the consideration was not expenditure which had taken the form of payment, but was something which as yet existed in *obligatione tantum*. That was sufficient in his view to explain the presence of the parenthesis. He wished emphatically to add that when a case did arise under the parenthesis, he wished to reserve his opinion, and not to be held as necessarily agreeing to finding in this case that the rent was not "nominal." Whether this rent was nominal or not, it was immaterial to consider, for in his view the case did not fall under the parenthesis at all. In this view that ended this case, and he held that the judgment of the Court of Appeal was right. The question might have been raised as to whether the whole £6,000 fell to be added, but in his judgment no such case was raised by the Crown, and it was too late to raise it now.

Lords ATKINSON, SHAW and PARMOOR read judgments to the same effect. Appeal dismissed with costs.—COUNSEL, for the Crown, *Sir John Simon, A.G., Sir Sydney Buckmaster, S.G., and W. R. Sheldon*; for the respondents, *Sir Robert Finlay, K.C., and W. Allen*. SOLICITORS, *The Solicitor of Inland Revenue; Farrer & Co.*

[Reported by ERSKINE REID, Barrister-at-Law.]

Court of Appeal.

SMITH v. COLBOURNE. No. 1. 22nd and 30th July.

VENDOR AND PURCHASER—SPECIFIC PERFORMANCE—UNDISCLOSED AGREEMENT TO PREVENT EASEMENT OF LIGHT BEING ACQUIRED—LICENCE TO ENTER PREMISES—NO POSITIVE OBLIGATION ON PURCHASER—NO WARRANTY THAT WINDOWS ARE ANCIENT LIGHTS.

The lessee of business premises by his lease agreed to purchase the property at a named price in an event which happened. Certain windows, the light from which was necessary for his business, were only opened by the lessor under a licence in writing from, and agreement with, adjoining owners, dated prior to the lease, but no notice of this agreement was given by the lessor to the lessee. The licence authorized the adjoining owners to enter the premises and block up the windows, in the event of the lessor or his assign's default in so doing upon notice given. The purchaser, upon discovering it, refused to complete.

Held (reversing Astbury, J.), that the agreement as to the windows was not an objection to the title, and imposed no obligations on the purchaser, but merely prevented a prescriptive right to light being acquired, and could be denounced when time would commence to run. There is no warranty upon the sale of house property that its windows are ancient lights.

Greenhalgh v. Brindley (1901, 2 Ch. 324) approved.

Appeal by the plaintiffs from a decision of Astbury, J., refusing a decree for specific performance (reported 58 SOLICITORS' JOURNAL, 557). By a lease of the 21st of November, 1900, J. Smith demised certain freehold and leasehold premises in North-street, Brighton, to the defendant for a term of years, with an agreement that in the event, which happened, of the lessor's death during the term the defendant should purchase the property within one year from that date, at the price of £16,875. The defendant carried on the business of a silk mercer and draper on the premises, for which ample light was necessary. On the 30th of March, 1894, Smith had entered into two agreements with Elizabeth Crunden and others, and H. J. Infield, to the effect that two windows in the west wall of the ground floor, and two out of three windows in the east wall of the showroom above, were constructed and kept open by the express licence of the Crundens and Infield, and that Smith, his heirs and assigns, would within one calendar month after notice block them up, in default of compliance with which the licensors might enter the premises and do so. They were also to be kept glazed with "opaque glass." Neither of these

agreements was disclosed to the purchaser in 1900, or until after Smith's death, when the abstract of title was delivered. The defendant refused to complete, on the ground of misdescription, and on the plaintiffs, who were Smith's executors, bringing this action, Astbury, J., held that it was not a case in which the court would enforce the contract, as the agreements restricted the free use of the premises, which the defendant had agreed to purchase free from incumbrances. The plaintiffs appealed. *Cur. adv. vult.*

THE COURT allowed the appeal.

LORD COZENS-HARDY, M.R., said the contract to purchase was contained in a lease of the 21st of November, 1900, under which, in an event which had happened, the defendant agreed to purchase the demised property for £16,875. There was no mention of windows in the lease, and in his lordship's opinion there was no warranty in such a contract that the *de facto* windows were ancient lights. *Greenhalgh v. Brindley (1901, 2 Ch. 324)* was a direct authority, and his lordship desired fully to adopt the judgment of Farwell, J., in that case, a judgment based on general principles. Nor could a consent in writing which prevented the statutory period from beginning to run create an incumbrance on the property. "The vendor does not fail to possess the fee simple, because he has not got the easement of light over the adjoining property, nor because the time necessary to acquire it has not commenced to run" (*per Farwell, J.*). If the consent in writing did not create an incumbrance, there was no obligation to put it in the abstract. The only objection taken was based on the agreement of 1890. His lordship read the agreement and proceeded: "The agreement was positive, not negative in form, and the purchaser from Smith would be under no liability to perform the obligations entered into by Smith. He could not, under the principle of *Tulk v. Moxhay (2 Phill. 774)*, be called upon to do anything involving the expenditure of money. The agreement could be denounced at any time by Smith or persons claiming under him, and then the statute would immediately commence to run. It was said, however, that *Bewley v. Atkinson (13 Ch. D. 283)* was inconsistent with that view, but a careful examination of that case disposed of the argument. It was an action to restrain the blocking up of windows which had been enjoyed since 1814, and the defence was that the windows had been opened under a written licence, consent, or agreement of the defendant's predecessor. Sixpence a year was paid until 1859, and the agreement was never denounced. The only point decided was that notwithstanding that the payment had ceased, the agreement was sufficient to prevent the acquisition of an indefeasible title to the light. The case had often been cited, but never for the purpose of establishing that the agreement imposed obligations on the purchaser. It was a weapon of defence, not of offence, and the purchaser could not have been made liable to pay the sixpence a year or to spend money in blocking up the windows. It was further urged that the agreement in the present case, though affirmative in form, implied a negative. This, however, was not correct, except in the sense that every agreement to do A implied an agreement not to do B. Such an implied negative was insufficient to bring the case within *Tulk v. Moxhay (supra)*. It was further urged that the words at the end of clause 4 gave a right of entry, and therefore an interest in land. His lordship thought that was a mere licence, but if it was more, it would be void as a perpetuity. Lastly, it was urged that the title was too doubtful to force upon a purchaser. In modern times the courts had not listened with favour to such a defence. It was the duty of the court, unless in very exceptional circumstances, to decide rights between a vendor and purchaser, even though a third person not a party would not be bound by the decision. The appeal would therefore be allowed, and the usual decree for specific performance made, with costs both there and below.

SWINFEN EADY, L.J., who said that *Greenhalgh v. Brindley (supra)* accurately stated the law, and that the agreements only bound the defendant in the sense that he could not acquire a statutory right to light, and

PICKFORD, L.J., gave judgment to the same effect.—COUNSEL, *Upjohn, K.C., and J. G. Wood; Younger, K.C., and Sheldon*. SOLICITORS, *Light & Fulton, for W. E. Kersey, Ipswich; Routh, Stacey, & Castle, for E. M. Marx & Colbourne, Brighton.*

[Reported by H. LANGFORD LEWIS, Barrister-at-Law.]

COPLING v. JOHN MOWLEM & CO. (LIM.). No. 2 21st July.

MASTER AND SERVANT—DEATH OF WORKMAN—CLAIM BY WIDOW AND SIX CHILDREN—£300 PAID INTO COURT ACCEPTED BY CHILDREN WITH KNOWLEDGE OF WIDOW, WHO RENOUNCED ALL CLAIM UNDER THE WORKMEN'S COMPENSATION ACT—RIGHT OF THE WIDOW TO CLAIM DAMAGES FOR HERSELF—WORKMEN'S COMPENSATION ACT, 1906 (6 EDW. 7, c. 58), s. 1 (2) (b).

A workman, who was killed as the result of an accident arising out of and in the course of his employment, left a widow and six children. A claim having been made in respect of the widow and six children as dependants, the employers paid the maximum amount for which they could be held liable under the Workmen's Compensation Act, namely, £300, into court. The children, acting by their next friend, applied to have the whole of the compensation apportioned between them, the widow stating that she renounced her right in the money in court, and made no claim to any share in it. Subsequently the widow commenced an action against her late husband's employers claiming damages under Lord Campbell's Act. The defendants submitted that the action was not maintainable by reason of section 1 (2) (b) of the Workmen's Compensation Act, 1906.

Held, that, taking the facts as stated in the pleadings to be true, the plaintiff having renounced her right and interest, and consented to the whole of the £300 being paid to the other dependants, she was in the position of having been a party to compensation being paid, and was precluded from taking proceedings to recover compensation apart from the Act.

Appeal by the widow of a workman who was killed while working for the respondents by accident arising out of and in the course of his employment. The widow commenced proceedings in the City of London Court claiming damages under Lord Campbell's Act on behalf of herself and her six children. The employers denied that the workman met with his death from any negligence on their part—the proof of which was on the plaintiff in order to get damages under Lord Campbell's Act—and they paid £300 into court as the maximum which could be claimed as compensation under the Workmen's Compensation Act, which Act casts a liability on the employer without the necessity of the applicant establishing negligence. The six children applied for payment out of the £300 in court, naming the widow as a dependant, but expressly stating that she had not made and did not propose to claim under the Workmen's Compensation Act. At the hearing the widow renounced all her rights to any share in the £300, and an award was made, with her consent, that the money should be paid out for the benefit of the six children only. This was done, the widow being made no party to the award. The widow then proceeded with her action for damages against the employers. The point was then raised by the employers that, having paid the maximum under the Act of 1906, in which the widow had she not renounced her right, would have taken her share, they were not liable to pay her damages under Lord Campbell's Act. This question was submitted to the High Court as a point of law, and was argued before Atkin, J. He held that, although the widow had made no claim under the Workmen's Compensation Act, the action must fail, because the employers, having paid full compensation under that Act, were not liable under Lord Campbell's Act, the latter Act giving an alternative right of action only. Accordingly, he held that the defendants, having paid under the Act of 1906, were not liable to pay damages independently of that Act. The plaintiff appealed.

THE COURT (BUCKLEY, KENNEDY and PHILLIMORE, L.JJ.) dismissed the appeal. It was clearly the intention of the Act of 1906 that a master should not pay twice in respect of the same claim. The widow having renounced her rights and interest in the money in court, which was the maximum of compensation under the Act of 1906 for which an employer was liable, and consented to the whole of it being apportioned out to the children, she was in the position of having been a party to compensation being paid in respect of the accident by the defendants, and was precluded from claiming damages against the same defendants in an action independently of the Act by the prohibition contained in section 1 (2) (b) of the Workmen's Compensation Act, 1906.—COUNSEL, for the plaintiff, *David, K.C.*, and *Horace Fenton*; for the defendants, *Ellis Hill*. SOLICITORS, *J. Scott Duckers*; *Mackrell, Maton, Godlee & Quincey*.

[Reported by *ERSKINE REID*, Barrister-at-Law.]

High Court—Chancery Division.

RICHMOND v. RICHMOND. Neville, J. 6th, 7th and 8th July.

PRACTICE—LUNATIC, NOT SO FOUND—CAPACITY—SETTLED ACCOUNT—EXPERT WITNESS—FUNCTION OF THE COURT.

Where a married woman carries on a trade or business, and a final her next friend for an account against her trustee, who had managed her property, and her trustee, in defending the action, denied that she was of unsound mind, and pleaded settled account, and the medical evidence as to her state of mind was conflicting.

Held, that it is the function of the court in such a case to form an independent opinion with regard to the technical aspect.

This was an action for an account which was brought by a lady who was alleged to be of unsound mind, acting by her next friend, against her trustee, who had also acted as her agent in the management of her property. The defence was a denial that the woman was of unsound mind and a plea of settled account. There was a vast amount of medical evidence of a conflicting character as to her state of mind.

NEVILLE, J., in the course of his judgment, said: In my opinion in such cases as these, although the evidence is of a purely technical nature, the experts are only called in to assist the court. In all these cases, where there is expert evidence, the court cannot dispense with the obligation to form an independent opinion with regard to the technical aspect.—COUNSEL, *Peterson, K.C.*, and *Manning*; *Jenkins, K.C.*, and *J. M. Gover*; *Arthur Sims*. SOLICITORS, *Boyce & Evans*; *Taylor, Stanbury & Co.*, for *Branson & Sons*, Sheffield.

[Reported by *L. M. May*, Barrister-at-Law.]

Bankruptcy Cases.

Re A DEBTOR. Horridge and Avory, JJ. 26th May.

BANKRUPTCY—BANKRUPTCY NOTICE—COUNTERCLAIM WHICH COULD NOT BE SET UP IN THE ACTION IN WHICH JUDGMENT WAS OBTAINED—BANKRUPTCY ACT, 1883 (46 & 47 VICT. C. 52), s. 4, sub-section 1 (a).

A debtor can set up, in answer to a bankruptcy notice, a counterclaim which he could not, in fact, have set up in the action in which

judgment was obtained, although he might, if he had chosen, have made it possible to set up the counterclaim in such action.

Appeal from the setting aside of a bankruptcy notice by the county court judge at Manchester. The debtor was a partner in a firm of consulting engineers who had been employed by the judgment creditors on certain works in respect of which £2,000 had been paid on account, but £12,000 was still claimed to be due to the debtor's firm from the judgment creditors for work done between 1908 and 1910. In May, 1913, the judgment creditors issued a writ against the debtor for unpaid calls, and obtained judgment against him in February, 1914. On the 8th of April, 1914, they served a bankruptcy notice upon the debtor. On the 15th of April, 1914, the debtor obtained an assignment from his firm of the £12,000 owing to them by the judgment creditors. The debtor then moved to set aside the bankruptcy notice upon the ground that he had a counterclaim which exceeded the amount of the judgment debt, and which he could not have set up in the action in which judgment was obtained. The motion was heard by the county court judge on the 21st of April, when he set aside the bankruptcy notice. The judgment creditors appealed. Counsel for the appellants contended that, as the counterclaim had been in existence since 1910, the debtor could have got an assignment of it in time to set it up in the action brought by the judgment creditor.

THE COURT (AVORY and HORRIDGE, JJ.) held that, although the debtor could, if he had chosen, have taken steps to get an assignment, and so render the counterclaim available in the action, still, it was not, in fact, available to him in the action, and he was entitled to set it up in answer to the bankruptcy notice.—COUNSEL, *E. W. Hansell*; *P. T. Barrington-Ward*. SOLICITORS, *Ravle & Co.*, for *Alex. Wright & Co.*, Bacup; *Evelyn Jones & Co.*, for *R. Barrow-Sicree*, Manchester.

[Reported by *P. M. FRANCES*, Barrister-at-Law.]

Re R. H. HOLLIS & SON. Ex parte LAWRENCE.

Horridge and Lush, JJ. 21st July.

BANKRUPTCY—ACT OF BANKRUPTCY—MARRIED WOMAN—BANKRUPTCY NOTICE—BANKRUPTCY ACT, 1913 (3 & 4 GEO. 5, C. 34), s. 12, sub-sections (1) and (2).

Where a married woman carries on a trade or business and a final judgment has been obtained against her since the coming into operation of the Bankruptcy Act, 1913, that judgment is available for bankruptcy proceedings against her by bankruptcy notice, although it is in respect of a liability incurred before the Act came into operation.

Appeal from a receiving order made by the registrar of the county court at Greenwich. On the 3rd of April, 1914, a judgment was obtained against the debtor, *Rose Levy*, a married woman trading separately from her husband as *R. H. Hollis & Sons*, in respect of goods supplied to the debtor before the 1st of April, 1914, the date when the Bankruptcy Act, 1913, came into operation. Section 12, sub-section 2, of that Act provides, "where a married woman carries on a trade or business, and a final judgment or order has been obtained against her—that judgment or order shall be available for bankruptcy proceedings against her by a bankruptcy notice." The judgment creditor served a bankruptcy notice on the debtor, which she failed to comply with, and thereupon presented a petition, upon which a receiving order was made on the 30th of June. The debtor appealed. Counsel for the appellant contended that the Act was not retrospective, and that sub-section 2, of section 12, did not apply to a judgment obtained in respect of a liability incurred before the Act came into operation. Counsel for the respondent argued that the words of the sub-section meant what they said.

HORRIDGE, J.—In this case the debtor, a married woman, was trading separately from her husband when she incurred the debt. The debt was incurred, and the writ issued before the Act of 1913 came into operation. Judgment was given against her whilst still trading on the 3rd of April after the Act came into operation. I think she comes within sub-section 2, of section 12. She was trading separately from her husband before the Act came into force, and therefore subject to the bankruptcy laws. Since the Act came into force a final judgment has been obtained against her, which by the sub-section is available for proceedings against her by bankruptcy notice. The receiving order must stand.

LUSH, J., concurred.—COUNSEL, *R. J. Willis*; *Frank Mellor*. SOLICITORS, *Osborn & Osborn*; *Hymans, Isaacs & Lewis*.

[Reported by *P. M. FRANCES*, Barrister-at-Law.]

Permission having been given by the Government to the Oesterreichische Laenderbank and the Anglo-Austrian Bank to carry on banking business subject to similar limitations and conditions to those imposed upon the German banks, it is announced that Sir William Plender has been appointed by the Treasury to supervise and control all transactions of the British establishments of these banks in the terms of the Government licence. In pursuance of the authority for that purpose conferred upon him by the Treasury, Sir William Plender has nominated the following gentlemen official supervisors to act for him in his name and on his behalf:—At the Oesterreichische Laenderbank.—Mr. Edward Davis, 5, London-wall-buildings, E.C., chartered accountant. At the Anglo-Austrian Bank.—Mr. Edward Dexter, 21, Ironmonger-lane, E.C., chartered accountant. Sir William Plender also announces that subject to his approval as Controller, the British establishments of the above banks are entitled to avail themselves of the existing moratorium.

New Orders, &c. War Orders and Proclamations.

- We print below the Proclamation of the 5th inst. (*Gazette*, 7th inst.) relating to trading with the enemy. The *London Gazette* of the 14th inst. contains the following further Orders and Proclamations:—
- 1.—Declaration of State of War between Great Britain and Austria-Hungary as from midnight of the 12th inst.
 - 2.—A Proclamation (printed below) extending the scope of certain existing Proclamations and a certain Order in Council connected with the war.
 - 3.—A Proclamation (printed below) for Postponement of Payments.
 - 4.—The Defence of the Realm Regulations, established by Order in Council of the 12th inst.
 - 5.—An Order in Council of the 12th inst. amending and extending the Aliens Restriction Orders. This is the Aliens Restriction (No. 3) Order, 1914.
 - 6.—Notice that Austro-Hungarian merchant ships are entitled to the benefit of the Order in Council of the 4th of August, as altered by the Proclamation of the 12th of August. (See below, and under "Current Topics.")

BY THE KING. A PROCLAMATION

RELATING TO TRADING WITH THE ENEMY.

GEORGE R.I.

WHEREAS a state of war exists between Us and the German Emperor :
And whereas it is contrary to law for any person resident, carrying on business, or being in Our Dominions, to trade or have any commercial intercourse with any person resident, carrying on business, or being in the German Empire without Our permission :

And whereas it is therefore expedient and necessary to warn all persons resident, carrying on business, or being in Our Dominions, of their duties and obligations towards Us, Our Crown, and Government :
Now, therefore, We have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation, and We do hereby warn all persons resident, carrying on business, or being in Our Dominions :

Not to supply to or obtain from the said Empire any goods, wares, or merchandise, or to supply to or obtain the same from any person resident, carrying on business, or being therein, nor to supply to or obtain from any person any goods, wares, or merchandise for or by way of transmission to or from the said Empire, or to or from any person resident, carrying on business, or being therein, nor to trade in or carry any goods, wares, or merchandise destined for or coming from the said Empire, or for or from any person resident, carrying on business, or being therein :

Nor to permit any British ship to leave for, enter, or communicate with any port or place of the said Empire :

Nor to make or enter into any new marine, life, fire, or other policy or contract of insurance with or for the benefit of any person resident, carrying on business, or being in the said Empire, nor under any existing policy or contract of insurance to make any payment to or for the benefit of any such person in respect of any loss due to the belligerent action of His Majesty's forces or of those of any ally of His Majesty :

Nor to enter into any new commercial, financial, or other contract or obligation with or for the benefit of any person resident, carrying on business, or being in the said Empire :

And We do hereby further warn all persons that whoever in contravention of the law shall commit, aid, or abet any of the aforesaid acts will be liable to such penalties as the law provides :

And We hereby declare that any transactions to, with, or for the benefit of any person resident, carrying on business, or being in the said Empire which are not treasonable and are not for the time being expressly prohibited by Us either by virtue of this Proclamation or otherwise, and which but for the existence of the state of war aforesaid would be lawful, are hereby permitted :

And We hereby declare that the expression "person" in this Proclamation shall include any body of persons corporate or unincorporate, and that where any person has, or has an interest in, houses or branches of business in some other country as well as in Our Dominions, or in the said Empire (as the case may be), this Proclamation shall not apply to the trading or commercial intercourse carried on by such person solely from or by such houses or branches of business in such other country.

Given at Our Court at Buckingham Palace, this Fifth day of August, in the year of our Lord one thousand nine hundred and fourteen, and in the Fifth year of Our Reign.

GOD SAVE THE KING.

BY THE KING.

A PROCLAMATION.

EXTENDING THE SCOPE OF CERTAIN EXISTING PROCLAMATIONS AND A CERTAIN ORDER IN COUNCIL CONNECTED WITH THE WAR.

GEORGE R.I.

WHEREAS on the fourth day of August, one thousand nine hundred and fourteen a State of War came into existence between Us on the one hand and the German Empire on the other :

ROYAL EXCHANGE ASSURANCE.

INCORPORATED
A.D. 1720.

Governor:
SIR NEVILLE LUBBOCK, K.C.M.G.

Fire, Life, Sea, Accidents, Motor Car, Plate Glass,
Burglary, Employers' Liability, Annuities, Live
Stock, Third Party, Fidelity Guarantees.

The Corporation will act as :
TRUSTEE OF WILLS AND SETTLEMENTS.
EXECUTOR OF WILLS.

Full Prospectus on application to the Secretary.
Head Office: ROYAL EXCHANGE, LONDON, E.C.
West End Branch; 44, PALL MALL, S.W.

And whereas We did on the same date and on the fifth day of August, one thousand nine hundred and fourteen, issue certain Proclamations and Orders in Council connected with such State of War :

And whereas a State of War now exists between Us on the one hand and the Dual Monarchy of Austria-Hungary on the other :

And whereas it is therefore desirable to extend the scope of certain of the Proclamations and Orders in Council aforesaid :

Now, therefore, We have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation declaring and it is hereby declared as follows :—

1. The Proclamation warning all Our Subjects and all persons resident or being in Our Dominions from contributing to, or participating in or assisting in the floating of, any loan raised on behalf of the German Government, or from advancing money to or entering into any contract or dealings whatsoever with the said Government, or otherwise aiding, abetting, or assisting the said Government, shall be deemed as from this date to apply to all loans raised on behalf of, or contracts or dealings entered into with, or to aiding, abetting, or assisting the Austro-Hungarian Government.

2. The Proclamation on Trading with the Enemy shall be deemed as from this date to prohibit with the Dual Monarchy of Austria-Hungary all commercial intercourse, which under the said Proclamation is prohibited with the German Empire, and for this purpose such Proclamation shall be read as if throughout the operative portion thereof, the words "either the German Empire or the Dual Monarchy of Austria-Hungary" were substituted for the words "the German Empire."

3.—(1.) In the Order in Council issued with reference to the departure from Our Ports of enemy vessels, which at the outbreak of hostilities were in any such Port or which subsequently entered the same, the word "enemy," as applied to either ships or cargo, shall be deemed as from this date to include Austro-Hungarian ships or cargo.

(2.) In the application of this Article to Austro-Hungarian ships the date Saturday, the Fifteenth day of August, shall be substituted for the date mentioned in Article 2 of the said Order in Council, and the date Saturday, the Twenty-second day of August, shall be substituted for the date mentioned in Article 3 of the said Order in Council.

4. The Proclamation specifying the articles which it is Our intention to treat as Contraband of War during the war with Germany shall be deemed to specify the articles which it is Our intention to treat as Contraband of War during the war with Austria-Hungary.

5. In the Proclamation forbidding the carriage in British vessels from any Foreign Port to any other Foreign Port of any article comprised in the list of Contraband of War issued by Us, unless the shipowner shall have first satisfied himself that the articles are not intended ultimately for use in the enemy country, the words "enemy country" shall be deemed as from this date to include the Dual Monarchy of Austria-Hungary.

Given at Our Court at Buckingham Palace, this Twelfth day of August, in the year of our Lord one thousand nine hundred and fourteen, and in the Fifth year of Our Reign.

GOD SAVE THE KING.

BY THE KING.

A PROCLAMATION

FOR POSTPONEMENT OF PAYMENTS.

GEORGE R.I.

WHEREAS it is expedient to extend our Proclamation, dated the sixth day of August, nineteen hundred and fourteen (relating to the postponement of payments), so as to cover bills of exchange under certain circumstances, and also payments in respect of any debt from any bank whose principal place of business is in any part of His Majesty's Dominions or any British Protectorate :

Now, therefore, we have thought fit, by and with the advice of Our Privy Council, to issue this Our Royal Proclamation, and We do hereby proclaim, direct, and ordain as follows :

Notwithstanding anything contained in the said Proclamation, dated the sixth day of August, nineteen hundred and fourteen (relating to the postponement of payments), that Proclamation shall apply, and shall be deemed always to have applied—

(a) to any bill of exchange which has not been re-accepted under Our Proclamation, dated the second day of August, nineteen hundred and fourteen, as it applies to a bill of exchange, being a cheque or bill on demand, unless on the presentation of the bill the acceptor has expressly refused re-acceptance thereof, but with the substitution, as respects rate of interest, of the date of the presentation of the bill for the seventh day of August, nineteen hundred and fourteen; and

(b) also to payments in respect of any debt from any bank whose principal place of business is in any part of His Majesty's Dominions or any British Protectorate, although the debt was not incurred in the British Islands and the bank had not a business establishment or branch business establishment in the British Islands.

Given at Our Court at Buckingham Palace, this Twelfth day of August, in the year of our Lord one thousand nine hundred and fourteen, and in the Fifth year of Our Reign.

GOD SAVE THE KING.

Colonial Stock Act, 1900.

(63 and 64 Vict. c. 62.)

Addition to the List of Stocks under Section 2.

Pursuant to Section 2 of the Colonial Stock Act, 1900, the Lords Commissioners of His Majesty's Treasury hereby give notice that the provisions of the Act have been complied with in respect of the under-mentioned Stock, registered or inscribed in the United Kingdom:—

(Gold Coast Government, 4 per cent. Inscribed Stock (1939-1959).)

The restrictions mentioned in section 2, sub-section 2 of the Trustee Act, 1893, apply to the above Stock (see Colonial Stock Act, 1900, section 2).

Treasury Chambers, Whitehall, S.W.,
28th July, 1914.

Prize Courts Act, 1894.

Privy Council Office, 7th August, 1914.

Notice is hereby given that, after the expiration of forty days from the date hereof, it is proposed to submit to His Majesty in Council the draft of an Order in Council approving new Rules of Court for regulating Prize Proceedings.

By Order in Council of the 6th August, 1914, the said Rules were approved as *provisional* Rules under section 2 of the Rules Publication Act, 1893.

Notice is hereby further given that, in accordance with the provisions of the last-named Act, copies of the proposed Rules can be obtained by any public body, within forty days of the date of this notice, at the Privy Council Office, Whitehall.

County Courts and the Moratorium.

His Honour Judge Selfe writes to the *Times* as follows:—"Following the directions given by the Lord Chief Justice as to procedure in the King's Bench Division, I have given directions to my registrars and high bailiffs as to the procedure to be followed on my circuit. I have submitted these directions to the Lord Chancellor, and have been informed that he approves of them and thinks that they might be made known. I therefore enclose a copy of the directions, and shall be obliged if you will publish them, in the hope that they may thus be brought to the notice of my colleagues, and may assist in the settlement of a common practice in all courts. I may add that I have given special instructions to my high bailiffs to postpone the enforcement of orders of commitment and warrants of execution against defendants belonging to the labouring classes during the currency of the Moratorium.

WM. L. SELFE, Judge of County Courts Circuit 43."

INSTRUCTIONS TO REGISTRARS AND HIGH BAILIFFS.

Plaints to be issued as heretofore. No judgment to be signed on a default summons where notice of intention to defend is not given, if it appears by the particulars that the claim comes within his Majesty's Proclamations or either of them. If on any such summons judgment has already been signed, no execution shall issue in respect thereof except by leave of the Registrar. Judgment debts are not within the Proclamations, which are limited to contract debts, but no execution should be levied or order of commitment executed if it can be avoided.

The Anglo-Portuguese Treaty of Commerce was signed on the 13th inst. in Lisbon by the Portuguese Minister for Foreign Affairs and the British Minister.

The Hague Convention and Declaration, 1907.

The following list of the Conventions and Declaration annexed to the Final Act of the Second Peace Conference, with the ratifications up to the 30th of April, 1913, is compiled from *Herstlet's Commercial Treaties*, vol. 26, pp. 1249-51. Where Great Britain has not ratified, ratifications by other States are not noted. The text of the Conventions and Declaration, with a full statement of the discussions and voting on them, is given in Dr. Higgins' "*Hague Peace Conferences*" (Cambridge University Press, 1909):—

- I.—Pacific Settlement of International Disputes. Not Ratified by Great Britain.
- II.—Limitation of Employment of Force for Recovery of Contract Debts.
- III.—Opening of Hostilities.
- IV.—Laws and Customs of War on Land.
- V.—Rights and Duties of Neutral Powers and Persons in War on Land. Not ratified by Great Britain.
- VI.—Status of Enemy Merchant Ships at Outbreak of Hostilities.
- VII.—Conversion of Merchant Ships into War Ships.
- VIII.—Laying of Automatic Submarine Contact Mines.
- IX.—Bombardments by Naval Forces in Time of War.
- X.—Adaptation of Principles of the Geneva Convention to Maritime War. Not ratified by Great Britain.
- XI.—Restrictions in the Exercise of the Right to Capture in Maritime War.
- XII.—Establishment of an International Prize Court. Not ratified by Great Britain.
- XIII.—Rights and Duties of Neutral Powers in Maritime War. Not ratified by Great Britain.
- XIV.—Declaration Prohibiting the Discharge of Projectiles and Explosives from Balloons.

The above, where ratified by Great Britain, have also been ratified by France, Germany, Austria-Hungary, Russia, the United States, Belgium, and Japan, with the following exceptions:—II. is not ratified by Belgium, VI. and VII. are not ratified by the United States, VIII. and XI. are not ratified by Russia, and XIV. is not ratified by France, Germany, Austria-Hungary, Russia, and Japan. There have, it seems, been no ratifications by Italy. Some of the ratifications are subject to reservations of particular articles. The ratification of VIII. by Great Britain is subject to the reservation that the Convention is insufficient (see p. 766 *ante*).

The Moratorium Abroad.

FRANCE.

The British Chamber of Commerce in Paris notifies British houses doing business in and with France that a moratorium exists in France as concerns all bills falling due after 31st July, and before 1st September, 1914. The due date for bills, cheques, money orders (mandats), warrants, promissory notes is retarded 30 days clear for such of these documents as were made out before 4th August. This does not apply to negotiable effects drawn on the Public Treasury.

A delay of 30 days clear is granted for the payment of all transactions between commercial houses made previous to 4th August. A similar delay is applicable to all sums due for advances made before 1st August, secured or unsecured, and for payment against cheque presented by the drawer himself against letters of credit and banking accounts.

[At the request of the Government the credit establishments have decided to allow depositors to withdraw 10 per cent. of their credit accounts independently of the 5 per cent. provided for by the moratorium.—Reuter, 20th inst.]

As regards these latter, however, full withdrawal can be demanded of sums up to 250f. (£10). Above 250f. payment of only 5 per cent. of the surplus can be insisted upon by the depositor or the creditor.

Depositors and creditors having a staff of workmen or employees for the exercise of an agricultural, industrial, or commercial profession can claim withdrawal of the full amount of their wages bill, by justifying their demand by the production of wages list. Similar privilege is enjoyed by those who prove the necessity of the withdrawal for the carrying out of orders given by the State for national defence. The same privilege applies to societies officially authorized to aid the land and sea armies with health and medical service, also establishments which have been requisitioned by the Ministry of War.

This moratorium will probably be extended before the date expires.

SWITZERLAND.

At a meeting between the chief of the Finance Department of the Swiss Federal Government and representatives of the Swiss National Bank and Joint Stock Banks of Switzerland, which was held in Berne on the 15th inst., it was unanimously decided that a general moratorium should not be resorted to, but that as heretofore the practice of suspending judicial proceedings for recovering payments in respect of bills of exchange and other liabilities should be maintained.

The Swiss Federal Council is about to publish a decree providing that

foreign creditors (banks and others) shall be subject in Switzerland to reciprocity as regards the moratory laws to which Swiss creditors are subjected in the respective foreign countries.

RUSSIA.

With regard to the moratorium in Russia, Reuter's Agency is, says the *Times*, informed that the following official statement has been issued in St. Petersburg:—

In virtue of the moratorium:—(1) All commercial bills issued prior to 17th July, all protests, and all proceedings relating thereto are suspended for two months as from 25th July, 1914. This measure relates to bills the places of issue or payment of which are situated in the provinces of Poland and the provinces of Kieff, Volhynia, Tchernigoff, Mohileff, Kholmak, Kherson, Taurida (Crimea), Bessarabia, Podolia, Vilna, Kovno, Grodno, Minsk, St. Petersburg, Pskoff, Novgorod, Vitebsk, Livonia, Esthonia, Courland, and Olonetz. (2) The Minister of Finance is empowered, if need should arise, to extend the above-mentioned privileges to other parts of the Empire, likewise for a period of two months.

The above are all provinces in the Western Empire.

Obituary.

Mr. A. C. Plowden.

Mr. Alfred Chichele Plowden died on Saturday at his house, 37, Lexham-gardens, South Kensington. Mr. Plowden was a son of Mr. Trevor John Chichele Plowden, a member of the Bengal Civil Service. He was born at Meerut in 1844, and at a very early age was sent home to England. After preparatory education at private schools, he went in 1857 to Westminster School, and in 1863 to Brasenose College, Oxford. On leaving Oxford he spent two years in Jamaica as private secretary to his uncle, Sir J. P. Grant, the Governor of the Island, and on his return he read for the bar for a time in the chambers of Mr. J. P. Murphy. He was called by the Middle Temple in 1870, and joined the Oxford Circuit, where he had for contemporaries J. W. Huddleston, Henry James, Henry Matthews, C. J. Darling, F. C. Bosanquet, and Arthur Jeff. His book, "Grain or Chaff," is dedicated to Mr. Matthews, afterwards Lord Llandaff, "my comrade and leader on the Oxford Circuit, to whose example I owe much, and to whose friendship I owe more." Soon after joining the Oxford Circuit Mr. Plowden was appointed law reporter for the *Times* on circuit, and later he became chief reporter for the Common Pleas Division at Westminster. He was appointed Recorder of Much Wenlock, and a revising barrister for Oxfordshire, and then, in 1888, a London police magistrate. After sitting for a few years at Wandsworth and Hammersmith, Mr. Plowden was transferred in 1893 to Marylebone at his own request. He had remained at the Marylebone Court ever since.

Mr. Plowden married, in 1883, his cousin, Miss Evelyn Foster, daughter of General Sir Charles Foster. He leaves two sons and a daughter.

Mr. Ernest Bevir.

Mr. Ernest Bevir died at his home at Hendon on the 2nd inst., after a long illness. Mr. Bevir, who was born on the 22nd of June, 1857, was the younger son of Mr. William Lawrence Bevir, of Cirencester, and was educated at Christ's Hospital, where he attained the rank of a "Grecian." After leaving school he spent several months in studying engineering, but soon resolved to follow in the footsteps of his father and grandfather, and to devote himself to the profession of the law. He accordingly served his articles of clerkship with the late Mr. Robert Ellett, of Cirencester, and afterwards with his brother, the late Mr. Harry Bevir, and after spending some months in the office of Messrs. Peacock & Goddard, in Gray's-inn, he was admitted a solicitor in 1880, taking high honours in his final examination. For more than thirty years Mr. Bevir carried on an extensive general practice at Devereux-chambers in the Temple, and until the beginning of this year, when he took his eldest son into partnership, he had carried it on single-handed. He enjoyed the reputation of being a sound lawyer and a good man of business, and in addition to other appointments he was clerk to the Commissioners of Taxes for the Duchy of Lancaster (Strand division), and, until its recent acquisition by another office, he had for many years been a director of the Law Reversionary Interest Society (Limited), with which his uncle, the late Mr. E. J. Bevir, Q.C., had for long been connected.

Mr. Bevir had many interests outside the range of his professional labours. In his earlier days he had distinguished himself as an athlete, and among the many prizes he gained was the Town challenge cup of the Cirencester Athletic Club for the mile, which he won three years in succession. In his later life he was known as a good shot, but chiefly as an expert dry-fly fisherman. In politics he was a keen Conservative, and since the early days of his residence at Hendon he had been an officer of the local association, and latterly for many years its chairman.

He was throughout his life a devoted member of the Church of England, and during the last few years of his life had spent much time in forwarding the scheme for the enlargement of Hendon Parish Church, the completion of which he did not live to see, but the progress

EQUITY AND LAW

LIFE ASSURANCE SOCIETY,
18, LINCOLN'S INN FIELDS, LONDON, W.C.

ESTABLISHED 1844.

DIRECTORS.

Chairman—John Croft Deverell, Esq.	Deputy-Chairman—Richard Stephens Taylor, Esq.
James Austen-Cartmell, Esq.	L. W. North Hickey, Esq.
Alexander Dingwall Bateson, Esq., K.C.	Archibald Herbert James, Esq.
Felix Cassel, Esq., K.C., M.P.	William Maples, Esq.
Edmund Church, Esq.	Allan Ernest Messer, Esq.
Philip G. Collins, Esq.	Edward Moberly, Esq.
Robert William Uddin, Esq.	The Right Hon. Lord Justice Phillimore.
Sir Kenelm E. Digby, G.C.B., K.C.	Charles R. Rivington, Esq.
Charles Baker Dimond, Esq.	Mark Lemon Roper, Esq., K.C.
Sir Howard W. Elphinstone, Bart.	The Hon. Charles Russell.
Richard L. Harrison, Esq.	H. P. Bowling Trevanion, Esq.

FUNDS EXCEED - - £5,000,000.

All classes of Life Assurance Granted. Reversions and Life Interests Purchased Loans on Approved Securities entertained on Favourable Terms.

W. P. PHELPS, Actuary and Secretary.

of which he followed with the keenest interest during the last months of his life.

Like his brother, Mr. Harry Bevir, Mr. Ernest Bevir maintained throughout his life a warm love for and a keen interest in the affairs of his native town. He had long been a member of the Cirencester Society in London, and a regular attendant at its annual gatherings. On the death of Mr. William Flux, Mr. Bevir succeeded him as the treasurer of the society, and did much to place its reunions on a more popular basis, frequently adding to the interest of the meetings by reading extracts from the ancient records which threw pleasant light on the history both of the society and of the town.

Mr. Bevir married, in 1882, Miss Ellen Blanchflower Hovell, daughter of the late Mr. D. De Berdt Hovell, of Boreham Holt, Elstree, and since their marriage Mr. and Mrs. Bevir have lived at Hendon. Mrs. Bevir survives him, with a daughter and four sons.

Legal News.

Appointments.

Mr. JAMES BROMLEY EAMES has been appointed Recorder of Bath, in place of the late Mr. Henry Folkard. Mr. Eames was called at the Middle Temple in 1898, and is a member of the Western Circuit.

The Right Honourable Sir DAVID BRYNMOR JONES, K.C., has been appointed Recorder of the City of Cardiff, in the room of Benjamin Francis Williams, Esq., K.C., deceased.

General.

Waterlow Brothers & Layton (Limited) are keeping open the places of all those who are called out for military service. Half-pay will be given during service to the wife or other dependent, and, in the case of single men without dependents, half-pay will accumulate.

The Lord Chief Justice has been in attendance at the courts, and has given directions with reference to the issuing of writs and signing judgments, &c. He has also been acting with the Chancellor of the Exchequer and Mr. Austen Chamberlain on committees formed to deal with the currency and financial situation, and has been in constant attendance at Downing-street and the Treasury.

The Royal Commission on Public Records in England and Wales in their second report, just issued, express the opinion that a change of policy in dealing with the national archives is desirable, and that the best means of relieving the existing congestion of the central archives, and providing for the safety of departmental records in local custody, would be found in the reorganization of the archives and the establishment of departmental and district record offices, such as have for a long time past been instituted in other countries with the best results.

Much interest, says the *Daily Telegraph* of the 20th inst., has been displayed in the subject of the banking accounts of enemy aliens resident in this country, and the action of banks in relation to them. The circular issued by the Treasury on the matter, and the Proclamation dealing with trading with the enemy, at first led to uncertainty and misunderstanding, but the settled policy upon which bankers have now resolved in connection with such accounts is full of interest. Full discretion has been given them to deal with the accounts of their German and Austrian clients, and, acting on such powers, their procedure is as follows. Where cheques are drawn in favour of English houses or individuals they are duly honoured and paid; but where there is the slightest suspicion that they are intended to benefit enemy aliens, payment is absolutely refused. The scheme, while it removes facilities for sending remittances to Austria and Germany, frees accounts when the object is to secure payment to British workmen. And the banks appear to be taking particular precautions to ensure the successful operation of their settled policy.

Sir D. Brynmor Jones was, on the 13th inst., returned to Parliament unopposed for the Swansea District on his acceptance of the Recorder-ship of Cardiff.

In the Vacation Court on Wednesday, says the *Daily Telegraph*, before Mr. Justice Shearman, Mr. Le Breton, in the case of *Feldt v. Chamberlain and Another*, applied for the appointment of a receiver of the partnership business of Gustavus Feldt, of Fore-street, City, and Birmingham, merchant and manufacturers' agent. Counsel explained that the action was for the dissolution of the partnership on the ground that one of the partners, named Gottschalk, was an alien enemy, and was at present a soldier with the German forces. The firm dealt with the selling of ostrich feathers in Germany. The plaintiff, a woman, was a sleeping partner. In reply to his lordship, Mr. Le Breton said that on the authorities the partnership was dissolved as from the date of the declaration of war. Mr. Justice Shearman: I think that is so as regards the alien partner, but that would not dissolve the partnership as regards the two English partners. Mr. Le Breton: My submission is that the whole partnership is dissolved. Mr. Justice Shearman: It may be so. I have taken some trouble to look up the law as to alien enemies. It is about 1,100 years old, and it is, perhaps, a little obscure. But as at present advised I do not think the English partnership is affected. After further discussion, his lordship said that the substratum of the business seemed to have gone. The proper course in the circumstances was to appoint Mr. Chamberlain, one of the English partners, as receiver, and this he would do on proper security being given.

In chambers, on the 17th inst., says the *Daily Telegraph*, Master Macdonnell heard an application as to the course to be adopted in an action, by a German firm, which was pending when war broke out. This was stated to be the first application made regarding actions by alien enemies against British subjects. The point in dispute was whether the action should be stayed until peace was declared, or whether it should be dismissed. The plaintiffs were the Fabrik Elastischer Gluekkörper G.m.B.H., and the defendants the Imperial Lamp Works (Brimsdown) (Limited). Counsel for the plaintiffs was Mr. A. H. Spokes (instructed by Messrs. H. Oppenheimer and Nathan), and for the defendants, Mr. J. Scarlett (instructed by Mr. J. R. Cardew-Smith). Mr. Scarlett said this was an action brought by a German firm for the recovery of a sum of £900 for goods supplied. He did not consider that the plaintiffs had any right to be represented at all. They were alien enemies, and could not be heard in the courts. It was clear that actions brought by alien enemies before the outbreak of hostilities were suspended during the period of a war. If the judges who had given that decision had meant that cases should only be stayed till peace was restored they would have said so, and not used the word suspended. Mr. Spokes pointed out that an alien enemy had been allowed to prove a debt under bankruptcy, and although the right to pay him his dividend had been suspended, it was held that that was no reason for dividing the money amongst other creditors. The suspension of rights was only temporary. Further, if the action was dismissed a fresh action could not be brought. Before war broke out £150 of costs had been incurred in the case. Sir John Macdonnell granted an order to stay, with liberty to apply, and reserved the costs of the application.

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—(Advt.)

HERRING, SON & DAW (estab. 1773), surveyors and valuers to several of the leading banks and insurance companies, beg to announce that they are making a speciality of valuations of every class of property under the Finance (1909-10) Act, 1910. Valuation offices: 98, Cheapside, E.C., and 312, Brixton-hill, S.W. Telephone: City 377; Streatham 130.—(Advt.)

Members of the legal profession who are not already familiar with the Oxford Sectional Bookcase are invited to look into the merits of a bookcase combining handsome appearance, high-class workmanship, and moderate cost. The "Oxford" is probably the only dust-proof sectional bookcase obtainable. An extremely interesting booklet containing illustrations and prices may be obtained, post free, from the manufacturers William Baker & Co., The Model Factory, Oxford.—(Advt.)

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—FRIDAY, Aug. 14.

WILLIAM HIRD, SONS & CO., LTD.—Creditors are required, on or before Sept 9, to send their names and addresses, and the particulars of their debts or claims, to W. Arthur Turner, 21, Bridge st, Bradford, liquidator.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

London Gazette.—TUESDAY, Aug. 18.

GEORGE HILL (THE HAVES GALVANIZED IRON WORKS), LTD.—Creditors are required, on or before Sept 12, to send their names and addresses, and the particulars of their debts or claims, to Howard W. Brettell, 11, Waterloo st, Birmingham, liquidator.

GEORGE CLOUGH, LTD.—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to H. H. Chaburn, 27, Union st, Bury, liquidator.

THE CASTELL MINING CO., LTD.—Creditors are required, on or before Sept 4, to send their names and addresses, and the particulars of their debts or claims, to G. T. Berry, 24, Coleman st, liquidator.

WELSH FUEL CO., LTD.—Creditors are required, on or before Sept 7, to send their names and addresses, and the particulars of their debts or claims, to J. Moy Evans, 15, Adelaide st, Swansea, solicitor for the liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, Aug. 14.

Golden Dagger Mine, Ltd.
Chapel Allerton Girls' High School, Ltd.
Sill Bros, Ltd.
British and Colonial G.C. Syndicate, Ltd.
Travelling Halls, Ltd.
Anstey Co-operative Society, Ltd.
F. R. Southern & Co, Ltd.
The Gravity Clock Co, Ltd.
Bowes, Scott and Western, Ltd.
Trinidad Petroleum Developments, Ltd.

Pathe Cinema Journal Co, Ltd.
Anglo Schodnica Oilfields, Ltd.
Cardiff Theatre Co, Ltd.
Union Advertising Agency, Ltd.
Schodnica (Galicia) Oil Co, Ltd.
Central Schodnica Oil Co, Ltd.
P. R. Syndicate, Ltd.
New Oil Properties, Ltd.
G. R. Q. Syndicate, Ltd.

London Gazette.—TUESDAY, Aug. 18.

Farrer & Co, Ltd.
Sill Brothers, Ltd.
National Electric Time Co, Ltd.
Salvage Trading Co, Ltd.

Welsh Fuel Co., Ltd.
North Eastern Banking Co., Ltd.
M. C. R. P. Syndicate, Ltd.
George Clough, Ltd.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, Aug. 7.

AMES, EDITH MARY, Sloane st Sept 7 **Taylor & Co**, Bedford row
ARCHER, JOHN, Castle Eaton, nr Cricklade, Wilts Sept 5 **Kinnair & Co**, Swindon
AUBREY, RAY CHARLES, Wilton Park, nr Bishop Auckland, Durham Sept 8 **Elger, Hartlepool**
BROWN, GEORGE WALTER, Newport, I of W, Butcher Sept 8 **Elldridge & Sons**, Newport
BRUCE, GEORGE HENRY, Smethwick, Staffs, Tool Maker Sept 14 **J & L Clark**, Smethwick
BEYDEN, JANE, Whitehaven, Cumberland Aug 31 **Todd, Whitehaven**
CARNILL, ANNIE EVELYN, Harlesden, Middx Aug 25 **Pierron & Morley**, Southcombe st, Hammersmith rd
COOK, THOMAS JOSEPH, Hereford Sept 16 **Wallis**, Hereford
CUNNINGHAM, CAROLINE ELIZABETH, Church rd, Upper Norwood Sept 15 **Carr & Co**, High Holborn
DOOLEY, EDWARD, Birkenhead Oct 30 **Hoskinson**, Liverpool
DUKE, WILLIAM, Southsea Oct 1 **Chester & Co**, Bedford row
GARDNER, JONAS, Gravesend Oct 10 **B & F Tolhurst**, Gravesend
JEE, CHARLES MATTHEW, Liverpool Sept 15 **Morcroft & Co**, Liverpool
LATHAM, THOMAS, Ecclehall, Sheffield Sept 30 **Irons**, Sheffield
MARSHALL, CHARLES, Surbiton, Surrey Sept 14 **Hilder & Co**, Jerayn st
MAXFIELD, WILLIAM HENRY, Levenshulme, Manchester Sept 20 **Ogden & Co**, Manchester
MEESON, WILLIAM TAYLOR, Rochford, Essex, Merchant & Farmer Sept 15 **Wood & Co**, Southend on sea
MIDDLETON, WALTER, Tenbury, Worcester Sept 5 **Davis & Ashley**, Tenbury
MULLIN, JOHANNA, Liverpool Sept 12 **Tesbay & Lynch**, Liverpool
PAYNE, EDMUND JAMES, West Heath av, Golders Green Sept 21 **Lander, Chancery in**
PEGGS, MERCY ANN, Russell st, Pattersea Park rd Aug 26 **Batchelor & Cousins**, Pinner in
PERKINS, FLORENCE JANE, Hyde Park gt Aug 31 **Travara-Smith & Co**, Throgmorton av
PURNELL, LEONARD, Penarth, Glam Sept 12 **Williams & Gladstone**, Cardiff
RUELLES, DES MARQUEISE, Eastbourne Sept 13 **Andrew & Co**, Great James st
THORNDORROW, ROBERT, Gatshead Sept 1 **Curr, jun**, Gatshead
WILSON, THOMAS, Kingston upon Hull, Lighter Owner Sept 1 **Sykes**, Hull
WRIGHT, WILLIAM HENRY, Dover Sept 10 **Lewis & Pain**, Dover

London Gazette.—TUESDAY, Aug. 11.

ALLEN, ANNE, Spalding, Lincs Sept 24 **Maples & Son**, Spalding
ASHWELL, WILLIAM HENRY, Nottingham Sept 13 **Carr, Barnsley**
BEARPARK, GEORGE, Darlington, Millwright Aug 27 **Stevenson & Co**, Darlington
CLAY, LUCY, Buxton Sept 22 **Eaton**, Manchester
DIXON, WILLIAM SWAN, Lendall st Sept 12 **Rastall**, Salisbury House, London Wall
FARQUHAR, JANE, Handsworth Sept 1 **Savilla**, Birmingham
GEORGE, THOMAS, Fentiman rd, Lambeth Sept 5 **Thomas, H. J. J.**, Cornwall
GRIFFITH, JANE, Bures Saint Mary, Suffolk, or LEIGHTON, Rev DAVID HILCOAT, Worthingham, Suffolk Oct 10 **Gray & Son**, New st, Lincoln's inn
HEATH, JOSEPH, Sheffield, Cab Proprietor Sept 30 **Irons**, Sheffield
HOGG, ROBERT ALEXANDER MILLIGAN, Southampton, Barrister at Law Sept 1 **Ewing**, Southampton
HOLMES, DANIEL GEORGE, Marple, Chester, Manufacturer Oct 1 **M. J. & Co**, Manchester
JARVIS, JOHN, Liverpool Sept 5 **Laces & Co**, Liverpool
JONES, ROBERT, Llandudno Sept 1 **Chamberlain & Johnson**, Llandudno
LIDSTONE, SARAH, Sheriff rd, West Hampstead Aug 31 **Mann & Crimp**, Essex st, Strand
LUGG, GRACE HENRY, Grewalloe, Cornwall Sept 4 **Thomas, Helston**, Cornwall
MACDONALD, JOHN ROBERT, Brondesbury Sept 8 **Eggar & Co**, Winchester House
MIDDLEBROOK, JOHN, Walsall, Agent Oct 10 **Evans & Son**, Walsall
REYNOLDS, JANE, Chelmarch Common, Salop Sept 12 **Cooper**, Bridgnorth
RYAN, JAMES, Ida, Devon, Licensed Victualler Sept 12 **Friend & Tarbet**, Exeter
SIMS, ALBERT, Ventnor, Isle of Wight, Builder Sept 21 **Buckell & Drew**, Ventnor
STEWART, ELEANOR MARIE, Great Woolstone, Bucks Sept 1 **Newton & Calcott**, Leighton Buzzard
TAYLOR, FLORENCE ADELAIDE, Bonchurch, I of W Sept 19 **Farrer & Co**, Lincoln's inn fields
TOMKES, JOSEPH, Wolverhampton Sept 1 **Manby & Brevitt**, Wolverhampton
WIGHT, RALPH HENRY DANIEL, Kelantan, Malay Peninsular Oct 1 **Wigan & Co**, Norfolk House, Victoria Embankment
WILDE, JAMES, Exeter Aug 31 **Friend & Tarbet**, Exeter

London Gazette.—FRIDAY, Aug. 14.

ALLAN, Rev WILLIAM, DD, Bath Sept 15 Harris & Harris, Wells, Somerset
 ASLE, JOSEPH, Rood End, nr Oldbury, Worcester Sept 12 Hall, Wolverhampton
 BAINBRIDGE, ROBERT, York, Merchant Sept 25 Crombie & Sons, York
 BANKS-PRICE, MARY ELIZABETH, Bail mms, Basil st Oct 1 Thorowgood & Co, Copthall ct
 BAXENDALE, JOHN FRANCIS, Great Lever, Bolton, Tinplate Worker Sept 17 Ritson Bolton
 BELL, HENRY WILKINSON, Rawdon, Yorks Oct 14 Riddsdale & Son, Gray's inn sq
 BRAINE, MARIA SELINA, Southsea, Hants Oct 2 Pearce & Sons, West Smithfield
 BROOKES, FREDERICK DOBSON, Birtley, Durham Sept 29 Garrard & Anthony, Worcester
 BROWSE, MARY HANNAH FURZE, Plymouth Sept 14 Mahany, Plymouth
 BRUNNER, JOHN WILLIAM, Newport Aug 31 Lewis, Newport, Mon
 BURDEN, EMMA JANE, Fleet, Hants Sept 21 Yelding & Co, Vincent sq
 CHICKEN, GEORGE BENJAMIN, Netherfield, Nottingham Sept 12 Marriott, Nottingham
 CLOUGH, FREDERICK RICHARD, Southport Sept 30 Williams, Southport
 COLMER, ETHEL MARY, Brighton Sept 29 Warrington & Edmonds, Coleman st
 CREIGHTON, JULES ALFRED FLORE, Br ghton, Hotel Manager Sept 15 Evans & Co, Gray's inn sq
 CRIPPS, FRANK ALY, Chelmsford, Essex Sept 11 Pamfry & Son, Paternoster row
 DANIELS, JOSEPH HENRY, Shalwell, Turner and Blockmaker Sept 11 Hays & Co, Clement's ln
 DOCKRELL, HERBERT JOHN, Sheffield Sept 1 MacQueen Edinburgh
 GOWER, Rev JOHN, Trefriw, Carnarvon Sept 12 Ellis, Llanrwst
 GREENLAND, MARY, Scarborough Sept 25 Turnbull & Sons, Scarborough
 GREENLAND, RICHARD THOMAS, Scarborough Sept 25 Turnbull & Sons, Scarborough
 HAYVILL, FREDERICK JOSEPH, St D'mals' rd, New Cross Sept 14 Stock, Churston mans, Gray's inn rd
 HIAM, WILLIAM Hartbury, Gloucester, Builder Sept 30 Bonnor, Gloucester
 HOLMES, EMILIE HELENA MARY, Horchurch, Essex Sept 15 Whitelock & Storr, Bloomsbury sq
 HOLMES, HENRY, Horchurch, Essex Sept 15 Whitelock & Storr, Bloomsbury sq
 INNES, DUNCAN SEPTIMUS, Hartlepool Sept 28 Bell, West Hartlepool
 IRVING, MARCEL LUCY, Gilston rd, The Boltons Sept 25 James & James, Ely pl
 JACKSON, CHARLES, Preston, Dentist Sept 1 Preston, Preston
 JOHNSON, ARTHUR NEWTON, Burbage rd, Herne Hill Sept 29 Curbin & Co, Belford row
 KELLY, JOHN, Manchester, Ship's Fireman Sept 14 Richards, Manchester
 LACY, THOMAS, Amersham, Bucks, Merchant Sept 29 Stooke-Vaughan & Taylor, Great James st
 LEE, JOHN, Schole, Holmfirth, Woollen Tearer Sept 21 Sykes & Co, Holmfirth
 LINCOLN, JAMES EDWARD, East Finchley, Potato Salesman Sept 25 Bradshaw & Watson, Royal London House, Finsbury sq
 MACKINNON, CHARLES, Eastbourne Sept 15 Crosse & Sons, Lancaster pl, Strand
 MCCRAE, JOHN HENRY, Kingston, Jamaica Sept 29 Morley & Co, Gresham House, Old Broad st
 MOORE, JAMES ROGERS, Kessingland, Suffolk, Fisherman Sept 14 Wiltshire & Co, Lowestoft
 MORTON, MAYHILDE, Cheapside, Cutler Sept 20 Popple, Great St Thomas Apostle
 MUXLOW, THOMAS, Leeds Sept 18 Bingley & Dyson, Sheffield
 PALMER, WILLIAM LILLICRAP, Little Dartmouth, Devon Oct 14 Johnston, Tavistock

POWER, ELLIN LOUISA, Mapperley pk, Nottingham Sept 22 Amery-Parkes & Co, Fleet st
 RAPHAIL, ABRAHAM, Ipswich Sept 14 Alhous & Gotchee, Ipswich
 RAYMENT, MARY, Bridlington Sept 4 Priestman & Sons, Bridlington
 ROTHWELL, EDWIN, Milford, nr Godalming, Surrey Sept 10 Mollerish, Godalming
 RYDER, THOMAS, Westbury on Severn, Glos Sept 22 Carter, Newham
 SAUNDERS, HERBERT EDWARD, Shepperton, Middx, Surveyor Sept 12 Robinson & Barrett, Stone bldgs
 SHERRARD, FRANCIS, Kearsney, Kent Sept 15 Sherrard & Sons, Gresham st
 SPINK, ERNEST WILLIAM, Eccles, Lancs Sept 19 Minor & Co, Manchester
 SPURLING, Rev FREDERICK WILLIAM, Chester Sept 25 Sewell & Co, Backlursbury
 ST JOHN, CATHERINE DORA, Thorbury, Glos Sept 17 Pease & Co, Bedford row
 SYKES, JAMES, Leeds, Commercial Traveller Sept 26 Brook, Huddersfield
 WHITTAKER, THOMAS SHERRER, Brick et, Temple, Barrister at Law Oct 12 Bannister & Co, John st, Bedford row
 WILKINSON, EMILY FLORENCE, Hove, Sussex Sept 23 Stacey & Co, Brighton
 WITTHALL, LETITIA, Ilfracombe Oct 1 Dalston & Co, Southampton st, Bloomsbury

London Gazette.—TUESDAY, Aug. 18.

BIRCH, CHARLES EDWARD, Kingston on Thames Sept 10 Burnham & Co, Wellingborough
 CALVERT, HANNAH, Frizinghall, Bradf rd Oct 1 Jubb & Co, Halifax
 CARTHEW, GEORGE, Hove, Brighton Oct 1 Barnes, Railway approach, London Bridge
 DOWDA, MARY ELIZABETH, Kelvedon, Essex Sept 30 Beaumont & Son, Coggeshall
 ELDREDGE, GEORGE, Pretoria rd, Streatham Sept 30 Tinbrell & Deighton, Cannon at
 GAUKROGER, ALBERT, Alameda, California, USA Sept 15 Grover & Co, Manchester
 GOLDEN, ABRAHAM, Brighton Sept 17 Woolley & Bevis, Brighton
 GRUNDY, THOMAS, Tyldesley, Lancs, Painter Sept 1 Taberner, Tyldesley
 GULLFORD, HENRY HERBERT, Capel St Mary, Suffolk, Farmer Sept 30 Beaumont & Son, Coggeshall, Essex
 GULLEY, ANKELIA CAROLINE ROGERS, Cleve, Somerset Sept 15 Burbidge & Trestrail, Bristol
 HATTON, LLEWELLYN, Iford, Essex Sept 16 Hanbury & Co, New Broad st
 HESLEY, WILLIAM, St Helens, Lancs Sept 14 Davies, St Helens
 HICKS, HELEN, Northampton Sept 19 Pilpps, Northampton
 HOWARD, SAMUEL, Hursli, nr Ashton under Lyne Sept 19 Whitworth, Ashton under Lyne
 HUB, ANDREW, North Shields, Pork Butcher Sept 19 Brown & Holliday, North Shields
 KENT, ALFRED, Hailsham, Sussex, Solicitor Sept 22 Kent, Norwich
 KING, HORATIO ALFRED, Norwich, Chemist Sept 29 Johnson & Nichols m, Lowestoft
 LEWIS, HANNAH, Swansea Sept 20 Williams & Son, Swansea
 LITTLE, WILLIAM, Liverpool, Forwarding Agent Oct 1 Harrison & Burton, Liverpool
 LUFFY, JANEY ELIZA, Camberwell, Surrey Oct 1 Baker & Nairne, Crosby sq
 MALE, ROBERT, Wyckbold, nr Droitwich, Worcs Sept 19 Symthe & Co, Birmingham
 MEREDITH, WILLIAM, Bulth Wel, Brecon Oct 1 Vaughan, Bulth Wells
 MOSS, JOHN SNOW, Bishops Waltham, Southampton Sept 1 Snelling, Winchester
 MURTING, FRANK, Haverstock hill, Dealer in Works of Art Sept 25 Doyle & Co, Bedford row
 PADGON, ALBERT JAMES, Lee, Kent Sept 17 Walker, Howard House, Arundel et
 PRESTON, JOHN TYRER, Lancaster Sept 30 Maxsted & Co, Lancaster
 REIDNER, ISMAIL, Bournemouth Sept 30 Grundy & Co, Manchester
 RICH, REBECCA, Cleveland, Somerset Sept 19 Day & Wright, Bristol
 ROBINSON, THOMAS, St Catherine's, Lincoln, Farmer Sept 15 Race, Lincoln
 SCOTT, JOHN, North Shields, Plater Sept 19 Brown & Holliday, North Shields
 TAYLOR, ALFRED, Morriston, Swansea, Chemist Sept 5 Thomas, Swansea

Bankruptcy Notices.

London Gazette.—TUESDAY, Aug 11.

RECEIVING ORDERS.

ANSELL, LESLIE ANSELL, Park in, Clissold Park, Jewellery Dealer Edmonton Pet July 21 Ord Aug 7
 ATTWOOD, JAMES CHARLES, Lye, Worcester, Innkeeper Stourbridge Pet Aug 5 Ord Aug 8
 BRADSTOCK, GEORGE THOMAS, Hallsville rd, Canning Town, Butcher High Court Pet Aug 6 Ord Aug 6
 DAVISON, EDMOND SAM, Barrow in Furness Pet July 21 Ord Aug 8
 DAWSON, JOHN HENRY, West Hartlepool, Blacksmith Sunderland Pet Aug 7 Ord Aug 7
 ELTON, G H, Walsall, Builder Walsall Pet July 21 Ord Aug 7
 GAUNT, ERNEST, Kingston upon Hull, Pawnbroker Kington upon Hull Pet Aug 8 Ord Aug 8
 HOBLYN, EDWARD ROBERT, Plymouth, Chemist Plymouth Pet Aug 7 Ord Aug 7
 JARVIS, ALBERT EDWARD, Worthing, Outfitter Brighton Pet Aug 7 Ord Aug 7

LAWRENCE, THOMAS, Birchanger rd, South Norwood Commercial Traveller Croydon Pet Aug 7 Ord Aug 7
 RAYCOCK, ARTHUR, Kingsmead rd, Tulse Hill, Surveyor High Court Pet Mar 6 Ord June 29
 MILLS, HYMAN, Leeds, Tailors' Trimmings Merchant Leeds Pet July 9 Ord Aug 7
 NORMAN, R. G, Kingly st, Regent at High Court Pet June 30 Ord Aug 5
 PRING, JAMES EDWARD, Pontypriid, Cabinet Maker Pontypriid Pet Aug 7 Ord Aug 7
 SAKER, ALBERT, Maidstone, Hairdresser Maidstone Pet Aug 8 Ord Aug 8
 WALTON, STEPHEN HENRY, Gravesend, Printer Rochester Pet Aug 7 Ord Aug 7
 WATSON, WILLIAM EDWARD, Colwyn Bay, Denbigh, Solicitor Manchester Pet June 16 Ord Aug 4
 YOUNES, JOHN JOSEPH, Cavesham, Reading, Grocer Reading Pet Aug 7 Ord Aug 7

FIRST MEETINGS.

BLENKINSOP, RICHARD, Darlington, Ironmonger Aug 21 at 12 Off Rec, Court chambers, Albert rd, Middlesbrough

BRADSTOCK, GEORGE THOMAS, Hallsville rd, Canning Town, Butcher Aug 20 at 11 Bankruptcy bldgs, Carey st
 COOPER, GEORGE, Kid lermminster, Journeyman Baker Aug 21 at 3 Lion H st, Kidderminster
 ELTON, G H, Walsall, Builder Aug 21 at 12 Off R. c, 30, Lichfield st, Wolverhampton
 GOLDSBOROUGH, ROBERT EDWIN, Stockton on T's, Salesman Aug 21 at 12.30 Off Rec, Court chambers, Albert rd, Middlesbrough
 GRAY, HENRY NEAL, Heacham, Norfolk Butcher Aug 19 at 12.30 Off Rec, 3, King st, Norwich
 HARRIES, JOHN GRIFFITHS, Aberayron, Cardiganshire, Grocer Aug 21 at 1.31 4, Baker st, Aberystwyth
 JARVIS, ALBERT EDWARD, Worthing, Gentlemen's Outfitter Aug 18 at 2.30 Off Rec, 12A, Marlborough pl, Brighton
 LAWRENCE, THOMAS, Birchanger rd, South Norwood, Commercial Traveller Aug 20 at 11 132, York rd, Westminster Bridge rd
 MANDER, LIONEL, Trafalgar House, Regent st, Financier Aug 20 at 1 Bankruptcy bldgs, Carey st
 MCCALLUM, JAMES GRAY, Middlesbrough, Grocer Aug 21 at 11.30 Off Rec, Court Chambers, Albert rd Middlesbrough

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

LICENSES INSURANCE.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 750 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation.
 Suitable Clauses for insertion in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

POOLING INSURANCE.

X The Corporation also insures risks in connection with FIRE, CONSEQUENTIAL LOSS, BURGLARY, WORKMEN'S COMPENSATION, FIDELITY GUARANTEE, THIRD PARTY, &c., under a perfected Profit-sharing system. **X**

APPLY FOR PROSPECTUS.

NICHOLS, WILLIAM JAMES, Queensferry, Flint, Cycle and Motor Agent Aug 20 at 12 Crypt chambers, Eastgate row, Chester
 NORMAN, R. G. Kingly st, Regent at Aug 20 at 12 Bankruptcy bldg, Carey st
 PRICE, HERBERT, Bath, Butcher Aug 19 at 11.45 Off Rec, 26, Baldwin st, Bristol
 RAINBOW, WILLIAM JOSEPH, Coventry, Picture Framers Aug 18 at 11 Off Rec, 3, High Street, Coventry
 RAMSDELL, FREDERICK WILLIAM, Birkenhead, Chester, Commission Agent Aug 18 at 11 Off Rec, Union Marine bldg, 11, Dale st, Liverpool
 RONSON, WILLIAM HARRISON, Skirwith, Cumberland, Journeyman Blacksmith Aug 19 at 11 34, Fisher st, Carlisle
 THORP, MAURICE MARK, West Mersea, Essex, Builder Aug 31 at 3.15 30, Prince st, Ipswich
 WHITAM, JAMES, Sherburn, Yorks, Aug 18 at 4 Off Rec, 48, Westborough, Scarborough
 WILSON, ERIC, Bath Aug 19 at 11.30 Off Rec, 26, Baldwin st, Bristol

ADJUDICATIONS.

ATTWOOD, JAMES CHARLES, Lye, Worcester, Innkeeper Scourbridge Pet Aug 8 Ord Aug 8
 BODDINGTON, GORDON HILL, King's mins, Hampstead General Agent High Court Pet June 9 Ord Aug 8
 REASTOCK, GEORGE THOMAS, Hallsville rd, Canning Town, Butcher High Court Pet Aug 6 Ord Aug 6
 CHANDLER, GEORGE BELF STANLEY, Church st, Kenning, London High Court Pet Feb 20 Ord Aug 6
 DAWSON, JOHN HENRY, West Hartlepool, Blacksmith Sunderland Pet Aug 7 Ord Aug 7
 DUNSTAN, RALPH ALEXANDER, Balham High rd, Solicitor Wandsworth Pet June 9 Ord Aug 8
 EMMERT, HENRY GEORGE, Kingland rd High Court Pet July 9 Ord Aug 6
 GAUNT, ERNEST, Kingston upon Hull, Pawnbroker Kingston upon Hull Pet Aug 8 Ord Aug 8
 HASTINGS, ROLAND, Marylebone rd, Author High Court Pet June 9 Ord Aug 7
 HOBLYN, EDWARD ROBERT, Plymouth, Chemist Plymouth Pet Aug 7 Ord Aug 7
 JARVIS, ALBERT EDWARD, Worthing, Gent's Outfitter Brighton Pet Aug 7 Ord Aug 7
 MORPHY, ELIJAH, Preston, Tea Factor Preston Pet July 8 Ord Aug 4
 MORRIS, EDWARD BATCHELOR, East Sheen, Surrey, Financial Agent Wandsworth Pet Aug 23 Ord Aug 8
 NISPER, FREDERICK ERNEST, Wincanton, Somerset, Woollen Spinner Huddersfield Pet July 31 Ord Aug 7
 PHILLIPS, HENRY MAURICE, Farleigh rd, Stoke Newington, Cabinet Maker Liverpool Pet May 30 Ord Aug 7
 PRING, JAMES EDWARD, Pontypidd, Cabinet Maker Pontypidd Pet Aug 7 Ord Aug 7
 RAMSDEN, FREDERICK WILLIAM, Birkenhead, Chester, Commission Agent Birkenhead Pet June 15 Ord Aug 7
 SAKER, ALBERT, Maidstone, Hairdresser Maidstone Pet Aug 8 Ord Aug 8
 SCHULTZ, MYRNE, and SOLOMON SCHULTZ, Wilkes t, Spitalfields, Furriers High Court Pet July 10 Ord Aug 6
 SWAN, WILLIAM JOHN DERRATT, Charing Cross rd, Theatre Proprietor High Court Pet June 26 Ord Aug 6
 VAN GEMME, BETSY, Mile End rd High Court Pet July 31 Ord Aug 7
 WALTERS, ANDRUS ANDERSON, St Paul's churchyard High Court Pet May 18 Ord Aug 7
 WALTON, STEPHEN HENRY, Gravesend, Printer Rochester Pet Aug 7 Ord Aug 7
 WILSON, ERIC, Bath Bath Pet July 11 Ord Aug 7
 YATES, THOMAS HENRY, Cannon st, Timber Merchant High Court Pet June 26 Ord Aug 8
 YOUNES, JOHN JOSEPH, Caversham, Reading, Grocer Reading Pet Aug 7 Ord Aug 7

Amended Notice substituted for that published in the London Gazette of July 24, 1914:

TAYLOR, ELIZABETH, Birmingham Birmingham Pet June 10 Ord July 20

ADJUDICATION ANNULLED, RECEIVING ORDER RESCINDED AND PETITION DISMISSED.

GRAN, FLORENCE WILLIAMS, Central Park rd, East Ham High Court Date of Pet Jan 15 Rec Ord Feb 10 Adjud Mar 3 Res Annul and Dis Aug 6

London Gazette.—FRIDAY, Aug. 14.

RECEIVING ORDERS.

BROWN, JOHN JAMES, Devonport, Butcher Plymouth Pet Aug 11 Ord Aug 11
 CHARLES, ROBERT, Llanelli, Denbighshire, Farmer Wrexham Pet Aug 7 Ord Aug 7
 CHURCH, ARTHUR FREDERICK, Sandhurst, Kent, Grocer Hastings Pet Aug 12 Ord Aug 12
 COOPER, THOMAS, Croydon, Builder Croydon Pet July 22 Ord Aug 11
 COX, JOHN, Southampton, Confectioner Southampton Pet Aug 11 Ord Aug 11
 CROSLAND, WILKINSON, Liversedge, Yorks, Coal Merchant Dewsbury Pet Aug 12 Ord Aug 12
 DAVIES, JOHN, Farnside, Glam, Insurance Agent Pontypidd Pet Aug 12 Ord Aug 12
 DAVIES, MORGAN, Trealaw, Glam, Colliery Overman Pontypidd Pet Aug 10 Ord Aug 10
 DOOLE, THOMAS BENJAMIN, Ipswich, Licensed Victualler Ipswich Pet Aug 11 Ord Aug 11
 GERRATT, JOSEPH, Rathbone pl, Oxford st, Dining Room Proprietor High Court Pet Aug 11 Ord Aug 11
 HARDEN, JAMES JOHN, Ramsgate, Provision Merchant Canterbury Pet Aug 7 Ord Aug 7
 HARGROVE, JOSEPH HENRY, Osborne rd, Palmer's Green, Agent High Court Pet Aug 13 Ord Aug 12
 HARVEY, DONALD ALEXANDER, Uxbridge rd, Hanwell, Draper Brentford Pet Aug 11 Ord Aug 11

JONES, HERBERT ALEXANDER, and LEWIS MORGAN, Swan sea, House Furnishers Swansea Pet July 22 Ord Aug 11
 JOYNER, HARRY THOMAS RYMER ST JOHN, Regent st, Club Proprietor High Court Pet Aug 11 Ord Aug 11
 LINDROP, ARTHUR ERNEST, Tanstall, Tailor Hanley Pet Aug 11 Ord Aug 11
 MARCUS, ISRAEL, and SAMUEL MARCUS, Leeds, Leather Merchants Leeds Pet July 17 Ord Aug 12
 TAYLOR, TOM, Treton, nr Rotherham, Fitter Sheffield Pet Aug 12 Ord Aug 12
 THORPE, JOHN HENRY, Loscoe, Derby, Butcher Derby Pet Aug 8 Ord Aug 8
 TINSDELL, ARTHUR, Alverthorpe, nr Wakefield, Farm Labourer Wakefield Pet Aug 11 Ord Aug 11
 WILLIAMS, DAVID, Porth, Glam, Sculptor Pontypidd Pet Aug 11 Ord Aug 11
 WILLIAMS, JOHN HENRY, Chester, Butcher Chester Pet Aug 12 Ord Aug 12

Amended Notice substituted for that published in the London Gazette of Aug 11:

ANSELL, ANSELL LESLIE, Park Is, Clissold pk, Jewellery Dealer Edmonton Pet July 21 Ord Aug 7

FIRST MEETINGS.

ANSELL, ANSELL LESLIE, Park Is, Clissold Park, Jewellery Dealer Aug 24 at 12 14, Bedford row, London
 ATTWOOD, JAMES CHARLES, Lye, Worcester, Innkeeper Aug 25 at 12 Off Rec, 1, Priory st, Dudley
 BOWDEN, WILLIAM, Neath, Glam, Fruiterer Aug 21 at 11 Off Rec, Government bldg, St. Mary st, Swansea
 CHARLES, ROBERT, Llanelli, Denbigh, Farmer Aug 25 at 2 Crypt chambers, Eastgate row, Chester
 COX, JOHN, Southampton, Confectioner Aug 21 at 12 Off Rec, Midland Bank chambers, High st, Southampton
 DAVIES, JOHN, Farnside, Glam, Insurance Agent Aug 26 at 11.11 Off Rec, St Catherine's chambers, St Catherine st, Pontypidd
 DAVIES, MORGAN Trealaw, Glam, Colliery Overman Aug 24 at 11.30 Off Rec, St Catherine's chambers, St Catherine st, Pontypidd
 DAYSON, EDMOND SAM, Barrow in Furness, Credit Draper Aug 22 at 11.30 Off Rec, 16, Cornwalls st, Barrow in Furness
 DAWSON, JOHN HENRY, West Hartlepool, Blacksmith Aug 25 at 2.30 Off Rec, 3, Manor p, Sunderland
 DOOLE, THOMAS BENJAMIN, Ipswich Aug 26 at 2.30 Off Rec, 30, Prince st, Ipswich
 EMERY, GEORGE, Cheltenham, Shop Assistant Aug 21 at 3.30 County Court bldg, Cheltenham
 GAUNT, ERNEST, Kingston upon Hull, Pawnbroker Aug 25 at 12 Off Rec, York City Bank chambers, Lowgate, Hull
 GERRATT, JOSEPH, Rathbone pl, Oxford st, Dining Room Proprietor Aug 24 at 11 Bankruptcy bldg, Carey st
 HARGROVE, JOSEPH HENRY, Osborne rd, Palmer's Green, Agent Aug 25 at 11 Bankruptcy bldg, Carey st
 HARVEY, DONALD ALEXANDER, Uxbridge rd, Hanwell, Draper Aug 21 at 11 14, Bedford row
 HYDE, WILLIAM, Huddersham, Bucks, Builder Aug 24 at 11.30 1, St Aldates, Oxford
 JOYNER, HARRY THOMAS RYMER ST JOHN, Regent st, Club Proprietor Aug 25 at 12 Bankruptcy bldg, Carey st
 LAYCOCK, ARTHUR, Kingsmead rd, Tulse Hill, Surveyor Aug 24 at 12 Bankruptcy bldg, Carey st
 LINDOP, ARTHUR ERNEST, Tanstall, Stoke on Trent, Tailor Aug 21 at 11.30 Off Rec, King st, Newcastle, Staffs
 MILLS, HYMAN, Leeds, Tailors Trimmings Merchant Aug 21 at 11 Off Rec, 24, Bond st, Leeds
 PRING, JAMES EDWARD, Pontypidd, Cabinet Maker Aug 24 at 11 Off Rec, St Catherine's chambers, St Catherine st, Pontypidd
 ROBERTS, CLAUD HAMILTON LEWIS CRAMER, Oxford, Tutor Aug 25 at 2.30 Crypt chambers, Eastgate row, Chester
 SAKER, ALBERT, Maidstone, Hairdresser Aug 24 at 11 9, King st, Maidstone
 TINSDELL, ARTHUR, Alverthorpe, nr Wakefield Aug 24 at 11 Off Rec, 21, King st, Wakefield
 VAUGHAN, THOMAS LEWIS, and ROSSIE DAVID ROSSIE, Neath, Machinery Merchants Aug 22 at 11 Off Rec, Government bldg, St Mary's st, Swansea
 WALTON, STEPHEN HENRY, Gravesend, Printer Aug 24 at 3.15 77, High st, Rochester
 WILLIAMS, DAVID, Porth, Glam, Sculptor Aug 24 at 12 Off Rec, St Catherine's chambers, St Catherine st, Pontypidd
 YOUNES, JOHN JOSEPH, Caversham, Reading, Grocer Aug 24 at 11.30 14, Bedford row

ADJUDICATIONS.

BROWN, JOHN JAMES, Devonport, Devon, Butcher Plymouth Pet Aug 11 Ord Aug 11
 CASHFORD, HARRY, Market parade, Amhurst pk, Stamford hill, Entertainments Manager High Court Pet June 16 Ord Aug 11
 CHARLES, ROBERT, Llanelli, Denbighshire, Farmer Wrexham Pet Aug 7 Ord Aug 7
 CHURCH, ARTHUR FREDERICK, Sandhurst, Kent, Grocer Hastings Pet Aug 12 Ord Aug 12
 COHN, EDGAR BENJAMIN, Great Winchester st, Solicitor High Court Pet Jan 3 Ord Aug 10
 COX, JOHN, Southampton, Confectioner Southampton Pet Aug 11 Ord Aug 11
 CROOK-HANE, FRANCIS GRAHAM, Wimpole st, Consulting Physician High Court Pet July 8 Ord Aug 10
 CROSLAND, WILKINSON, Liversedge, Yorks, Coal Merchant Dewsbury Pet Aug 12 Ord Aug 12
 DAVIES, JOHN, Farnside, Glam, Insurance Agent Pontypidd Pet Aug 12 Ord Aug 12
 DAVIES, MORGAN, Trealaw, Glam, Colliery Overman Pontypidd Pet Aug 10 Ord Aug 10
 DOOLE, THOMAS BENJAMIN, Ipswich, Licensed Victualler Ipswich Pet Aug 11 Ord Aug 11
 GERRATT, JOSEPH, Rathbone pl, Oxford st, Dining Room Proprietor High Court Pet Aug 11 Ord Aug 11

GRAN, JOHN ADOLPHUS PINCUS, Pall Mall, Advertising Manager High Court Pet July 2 Ord Aug 11
 HARDEN, JAMES JOHN, Ramsgate, Provision Merchant Canterbury Pet Aug 7 Ord Aug 7
 HARVEY, DONALD ALEXANDER, Uxbridge rd, Hanwell, Draper Brentford Pet Aug 11 Ord Aug 11
 JORDAN, JOHN H. Bridlington, Yorks, Farmer Scarborough Pet July 13 Ord Aug 13
 JOYNER, HARRY THOMAS RYMER ST JOHN, Regent st, Club Proprietor High Court Pet Aug 11 Ord Aug 11
 LAWRENCE, THOMAS, Birchington, South Norwood, Commercial Traveler Croydon Pet Aug 7 Ord Aug 11
 LINDROP, ARTHUR ERNEST, Tanstall, Staffs, Tailor Hanley Pet Aug 11 Ord Aug 11
 RENNIE, KATE ELIZABETH, Victoria st High Court Pet July 3 Ord Aug 11
 TARN, FRANK GERRARD, Devonport, Solicitor Plymouth Pet Aug 11 Ord Aug 11
 TAYLOR, TOM, Treton, nr Rotherham, Fitter Sheffield Pet Aug 12 Ord Aug 12
 THORPE, JOHN HENRY, Loscoe, Derby, Butcher Derby Pet Aug 8 Ord Aug 8
 TINSDELL, ARTHUR, Alverthorpe, nr Wakefield, Farm Labourer Wakefield Pet Aug 11 Ord Aug 11
 VON LINGERKE, RUDOLPH EMIL, Great Hau-bois, Norfolk, Civil Engineer Norwich Pet June 24 Ord Aug 10
 WARNE, GEORGE HILBERT, Worthing, Hotel Proprietor Brighton Pet July 29 Ord Aug 10
 WILLIAMS, DAVID, Porth, Glam, Sculptor Pontypidd Pet Aug 11 Ord Aug 11
 WILLIAMS, JOHN HENRY, Chester, Butcher Chester Pet Aug 12 Ord Aug 12

Amended Notice substituted for that published in the London Gazette of Aug 11:

LISTER, FREDERICK ERNEST, Wincanton, Somerset, Woollen Spinner Huddersfield Pet July 21 Ord Aug 7

ADJUDICATION ANNULLED.

ARCHER, CHARLES JOHN, Rialy, Derby, Farmer Derby Adjud Jan 20 Annual Aug 11

London Gazette.—TUESDAY Aug. 18.

RECEIVING ORDERS.

BROOMFIELD, ARTHUR, Eastbourne, Furniture Dealer Eastbourne Pet Aug 13 Ord Aug 13
 EVA-S, CHRISTIAN EVAN, Cannon st High Court Pet May 25 Ord Aug 14
 FARADAY, PHILIP MICHAEL, Piccadilly chambers, Coventry st High Court Pet July 7 Ord Aug 14
 HEXAMER, JACOB EDNEY, Battersea Bridge rd, Baker Wandsworth Pet July 23 Ord Aug 12
 KEECH, ERNEST FREDERICK, Bedford, Baker Bedford Pet Aug 15 Ord Aug 15
 LADBURY, FREDERICK, Walsall, Draper Walsall Pet Aug 14 Ord Aug 14
 LASKY, JAMES FREDERICK, Grandison rd, Clapham Common, Civil Servant Wandsworth Pet Aug 13 Ord Aug 13
 LEWIS, THOMAS JAMES, West Hartlepool, Clothier Sunderland Pet Aug 13 Ord Aug 12
 NOBLETT, ALBERT, Blackpool, Grocer Blackpool Pet Aug 14 Ord Aug 14
 RICHARDSON, ISAAC MARK, and LEWIS HARRY RICHARDSON, Birmingham, Tailors Birmingham Pet Aug 14 Ord Aug 15
 SCUDAMORE, ALFRED, Bristol, Grocer Bristol Pet July 31 Ord Aug 14
 THORPE, WILLIAM JAMES, Sparkhill, Birmingham, Fruiterer Birmingham Pet Aug 13 Ord Aug 13
 TOMBA, LEOPOLDO JOSEPH, Wheatstone, Midlax, Hotel Proprietor Barnet Pet July 16 Ord Aug 13
 WEBSTER, EDGAR, Birmingham Birmingham Pet July 24 Ord Aug 11

Amended notice substituted for that published in the London Gazette of Aug 14.

COOPER, ARTHUR TEMPLE, Croydon, Builder Croydon Pet July 22 Ord Aug 11

FIRST MEETINGS.

BALL, EDWARD, Southport, Physician Aug 27 at 11 Off Rec, Union Marine bldg, 11, Dale street, Liverpool
 BROWN, JOHN JAMES, Devonport, Butcher Aug 27 at 3.15 7, Buckland terr, Plymouth
 CHURCH, ARTHUR FREDERICK, Sandhurst, Kent, Grocer Aug 25 at 2.30 Off Rec, 124, Marlborough pl Brighton
 COOPER, ARTHUR TEMPLE, Croydon, Builder Aug 26 at 11 182, York rd, Westminster Bridge rd
 CROSLAND, WILKINSON, Liversedge, Yorks, Coal Merchant Aug 25 at 11 Off Rec, Bank chambers, Corporation st, Dewsbury
 EVANS, CHRISTIAN EVAN, Cannon st Aug 26 at 11 Bankruptcy bldg, Carey st
 FARADAY, PHILIP MICHAEL, Piccadilly chambers, Coventry st Aug 26 at 12 Bankruptcy bldg, Carey st
 HARDEN, JAMES JOHN, Ramsgate, Provision Merchant Aug 26 at 10.45 Off Rec, 65A, Castle st, Canterbury
 HEXAMER, JACOB EDNEY, Battersea Bridge rd, Baker Aug 26 at 11.30 132, York rd, Westminster Bridge rd
 HOBLYN, EDWARD ROBERT, Plymouth, Chemist Aug 26 at 3.15 7, Buckland terr, Plymouth
 JONES, HENRY ALEXANDER, and LEWIS MORGAN, Swansea, House Furnishers Aug 26 at 11 Off Rec, Government bldg, Swansea
 LADBURY, FREDERICK, Walsall, Draper Aug 28 at 12 Off Rec, 31, Lichfield st, Wolverhampton
 LASKY, JAMES FREDERICK, Grandison rd, Clapham Common, Civil Servant Aug 26 at 12 132, York rd Westminster Bridge rd
 THORPE JOHN HENRY, Loscoe, Derby, Butcher Aug 26 at 12 Off Rec, 12, St Peter's churchyard, Derby
 WATSON, WILLIAM EDWARD, Colwyn Bay, Denbigh, Solicitor Aug 25 at 3 Off Rec, Byron st, Manchester

=====
sing
nant
well
-ar-
st,
g 11
ood,
Ord
nley
Pet
uth
eld
rby
arm
Folk,
10
etor
ridd
Pet
ne
eset,
Ord
rby
aler
May
ntry
ker
Pet
Pet
om-
Ord
der-
Pet
RD-
g 14
y 31
am,
otel
Pet
ne
don
Off
3.15
eer
pl
t 11
er-
ora-
nk-
try
ant
y
ker
rd
at
een,
ent
Off
am
rd
at
igh,
ster